

FILE COPY



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

Company Number **10411303**

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

EVERY BUTTERFLY LIMITED

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 October 2016**



* N104113030 *



Companies House



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



Companies House

IN01_(ef)

Application to register a company



Received for filing in Electronic Format on the: **04/10/2016**

X5GWDYWY

Company Name in full:

EVERY BUTTERFLY LIMITED

Company Type:

Private company limited by guarantee

Situation of Registered Office:

England and Wales

Proposed Registered Office Address:

**CO/ PARKERS ACCOUNTANTS CORNER CHAMBERS
590A KINGSBURY ROAD
BIRMINGHAM
WEST MIDLANDS
UNITED KINGDOM B24 9ND**

Sic Codes:

72110

I wish to partially adopt the following model articles:>

Private (Ltd by Guarantee)

Proposed Officers

Company Director *1*

Type: **Person**

Full Forename(s): **DANI**

Surname: **LATHAM**

Service Address: **33 LINGMORE GROVE
ALDRIDGE
UNITED KINGDOM WS9 8BY**

*Country/State Usually
Resident:* **UNITED KINGDOM**

Date of Birth: ****/12/1994** *Nationality:* **BRITISH**

Occupation: **DIRECTOR**

The subscribers confirm that the person named has consented to act as a director.

Company Director 2

Type: **Person**

Full Forename(s): **MR JONATHAN**

Surname: **ENGLISH**

Service Address: **12 LITTLE HARDWICK ROAD
ALDRIDGE
FRANCE WS9 0SD**

Country/State Usually Resident: **FRANCE**

Date of Birth: ****/12/1988** Nationality: **BRITISH**

Occupation: **DIRECTOR**

The subscribers confirm that the person named has consented to act as a director.

Company Director 3

Type: **Person**

Full Forename(s): **MR KIEREN**

Surname: **O'SULLIVAN**

Service Address: **42 THORNHILL ROAD STREETLY
BIRMINGHAM
UNITED KINGDOM B74 3EH**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/10/1989** Nationality: **BRITISH**

Occupation: **DIRECTOR**

The subscribers confirm that the person named has consented to act as a director.

Company Director 4

Type: **Person**

Full Forename(s): **MR PETER**

Surname: **SWAIN**

Service Address: **4 FEATHERSTONE ROAD STREETLY
BIRMINGHAM
UNITED KINGDOM B74 3JN**

Country/State Usually Resident: UNITED KINGDOM

Date of Birth: ****/01/1969** *Nationality:* **BRITISH**

Occupation: **DIRECTOR**

The subscribers confirm that the person named has consented to act as a director.

Persons with Significant Control (PSC)

Statement of no PSC

The company knows or has reason to believe that there will be no registerable Person with Significant Control or Relevant Legal Entity (RLE) in relation to the company

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:

- payments 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: **DANI LATHAM**

Address **33 LINGMORE GROVE
ALDRIDGE
UNITED KINGDOM
WS9 8BY**

Amount Guaranteed **1.00GBP**

Name: **JONATHAN ENGLISH**

Address **12 LITTLE HARDWICK ROAD
ALDRIDGE
FRANCE
WS9 0SD**

Amount Guaranteed **1.00GBP**

Name: **KIEREN O'SULLIVAN**

Address **42 THORNHILL ROAD STREETLY
BIRMINGHAM
UNITED KINGDOM
B74 3EH**

Amount Guaranteed **1.00GBP**

Name: **PETER SWAIN**

Address **4 FEATHERSTONE ROAD STREETLY
BIRMINGHAM
UNITED KINGDOM
B74 3JN**

Amount Guaranteed **1.00GBP**

Statement of Compliance

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

Authorisation

Authoriser Designation: **subscriber**

Authenticated **YES**

THE COMPANIES ACT 2006

COMPANY HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

Of

EVERY BUTTERFLY LIMITED

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(s) of Subscriber(s)

Date: 04 October 2016

Dani Latham - Authorised Electronically Jonathan English - Authorised Electronically Kieren O`Sullivan - Authorised Electronically Peter Swain - Authorised Electronically

ARTICLES OF ASSOCIATION

For

EVERY BUTTERFLY LIMITED

INDEX TO THE ARTICLES

1. Company Details
2. Interpretation in the Articles
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4. Objects
5. Powers
6. Application of Income and Property
7. Membership
8. General Meeting
9. The Directors
10. Proceeding of Directors
11. Powers of Directors
12. Appointment of a Chairman, Treasurer, Secretary and Other Officers of the Charity
13. Records and Accounts
14. Notices
15. Dissolution
16. Non-profit Distribution Clause

1. Company Details

The Company`s Name is EVERY BUTTERFLY LIMITED

(and in this document is called ``charity``)

The Registered Office is REGOFFICE

2. Interpretation in the articles:

`address` means postal address or, for the purpose of electronic communication, a fax number, an e-mail or postal address or a telephone number for receiving text messages in each case registered with the charity;

`the articles` means the charity`s articles of association;

`the charity` means the company intended to be regulated by the articles;

`clear days` in relation to the period of notice means a period excluding:

a) the day when the notice is given or deemed to be given; and

b) the day for which it is given or on which it is to take effect;

`the commission` means the Charity Commission for England and Wales;

`Companies Act` means the Companies Acts(as defined in section 2 of the Companies Act 2006) insofar as they apply to the charity;

`the directors` means the directors of the charity. The directors are charity trustees as defined by section 97 of the Charities act 1993;

`documents` includes, unless otherwise specified, any documents sent or supplied in electronic form;

`electronic form` has the meaning given in section 1168 of the Companies Act 2006;

`the memorandum` means the charity`s memorandum of association;

`officers` includes the directors and the secretary (if any);

`secretary` means any person appointed to perform the duties of the secretary of the charity;

`the United Kingdom` means Great Britain and Northern Ireland; and

words importing one gender shall include all genders, and the singular includes the plural and vice versa.

Unless the context otherwise requires words or expressions contained in the articles have the same meaning as in the Companies Acts but excluding any statutory modification not in force when this constitution becomes binding on the charity.

Apart from the exception mentioned in the previous paragraph a reference to an Act of Parliament includes any statutory modification or re-enactment of it for the time being in force.

3. Liability of Members

3.1 The liability of the members is limited.

3.2 Every member of the charity promises, if the charity is dissolved while he or she or it is a member or within twelve months after he or she or it ceases to be a member, to contribute such a sum (not exceeding £1) as may be demanded of him or her or it towards the payment of the debts and liabilities of the charity incurred before he or she or it ceases to be a member, and of the costs charges and expenses of winding up, and the adjustment of the rights of the contributories among themselves.

4. Objects

The objects for which the Company is established are:

Charity fund raising organisation for the continued research into the cure to Eidermolysis bullosa (EB). EB is a rare inherited skin disorders that cause the skin to become very fragile. People with EB are known as Butterfly Children.

5. Powers

The charity has the power to do anything which is calculated to further its Objects or is conducive or incidental to doing so. In particular, the charity has the following powers:

5.1 To raise funds, in doing so, the charity must not undertake any substantial permanent trading activity and must comply with any relevant statutory regulations;

5.2 To buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use.

5.3 To sell, lease or otherwise dispose of all or any part of the property belonging to the Charity, in exercising this power, the charity must comply as appropriate with sections 36 and 37 of the Charities Act 1993, as amended by the Charities Act 2006.

5.4 To borrow money and to charge the whole or any part of the property belonging to the charity as security for repayment of the money borrowed or as security for a grant or the discharge of an obligation. The charity must comply as appropriate with sections 38 and 39 of the Charities Act 1993, as amended by the charities Act 2006, if it wishes to mortgage land;

5.5 To co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them;

5.6 To establish or support any charitable trusts, association or institutions formed for any of the charitable purposes included in the Objects;

5.7 To acquire merge with or to enter into any partnership or joint venture arrangement with any other charity;

5.8 To set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves.

5.9 To employ and remunerate such staff as are necessary for carrying out the work of the charity, The charity may employ or remunerate a director only to the extent it is permitted to do so by article 6 and provided it complies with the conditions in that article.

5.10 To provide indemnity insurance for the directors in accordance with, and subject to the conditions in, section 73F of the Charities Act 1993.

5.11 To pay out of the funds of the charity the costs of forming the charity.

6. Application of Income and Property

6.1 The income and property of the charity shall be applied solely towards the promotion of the Objects.

6.2 (a) A director is entitled to be reimbursed from the property of the charity or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the charity.

(b) A director may benefit from trustee indemnity insurance cover purchased at the charity's expense in accordance with, and subject to the conditions in, section 73F of the Charities Act 1993.

(c) A director may receive an indemnity from the charity in the circumstances specified in article 56.

6.3 None of the income or property of the charity may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the charity. This does not prevent a member who is not also a director receiving:

(a) A benefit from the charity in the capacity of a beneficiary of the charity;

(b) Reasonable and proper remuneration for any goods or services supplied to the charity.

6.4 Benefits to members and directors

The property and funds of the Charity must be used only for promoting the Objectives and do not belong to the members of the Charity but;

(a) Members who are not Directors may be employed by or enter into contracts with, the Charity and receive reasonable payment for goods or services supplied and reimbursement of expenses;

(b) Members (including directors) may be paid interest at a reasonable rate on money lent to the Charity;

(c) Members (including Directors) may be paid a reasonable rent or hiring fee for property let or hired to the Charity;

(d) Individual members who are not Directors but who are Objects may receive charitable benefits in that capacity;

A Director must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:

(a) As mentioned in clauses 5.22 and 6.2.

(b) Reimbursement of reasonable out of pocket expenses (including hotel and travel costs) actually incurred in running the Charity;

(c) An indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of successful defence to criminal proceedings)

(d) Payment to any company in which a Director has no more than 1% shareholding; in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance);

Any Director (or any firm or company of which a Director is a member or employee) may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit but only if;

(a) The goods or services are actually required by the Charity;

- (b) The nature and level of the remuneration is no more than the market value of the goods or services and is set out in accordance with the procedures in clause 5.4;
- (c) No more than one half of the Directors are subject to such a contract in any financial year;

6.5 Wherever a Director has a personal interest in a matter to be discussed at a meeting of the Directors or a committee the Director concerned must;

- (a) Declare an interest at or before the discussion begins on the matter and provide such relevant information as the Directors require to evaluate the conflict and take pertinent action;
- (b) Withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
- (c) Not to be counted in the quorum for that part of the meeting;
- (d) Withdraw during the vote and have no vote on the matter;

6.6 This clause may not be amended without the prior written consent of the commission.

7. Membership

The subscribers to the memorandum are the first members of the charity.

7.1 The number of members with which the charity proposes to be registered with is unlimited.

7.2 The charity must maintain a register of members.

7.3 Membership of the charity is open to any individual interested in promoting the objects who:

- (a) applies to the Charity in the form required by the Directors;
- (b) is approved by the Directors; and
- (c) signs the register of members or consents in writing to become a member.

7.4 The directors may establish different class of membership and prescribe their respective privileges and duties and set the amounts of any subscriptions.

7.5 Membership is terminated if the member concerned:

- (a) gives written notice of resignation to the Charity;
- (b) dies;
- (c) is six months in arrears in paying the relevant subscription (if any) (but in such a case the member may be reinstated on payment of the amount due); or
- (d) is removed from membership by resolution of the Directors on the ground that in their reasonable opinion the member's continued membership is harmful to the Charity (but only after notifying the member in writing and considering the matter in the light of any written representations which the member concerned puts forward within 14 clear days after receiving the notice).

7.6 Membership of the Charity is not transferable.

8. General Meeting

8.1 Members are entitled to attend general meetings. General meetings are called on at least twenty-one clear days written notice specifying the business to be discussed.

8.2 There is a quorum at a general meeting if the members present is at least two (or fifty per cent of the members if greater).

8.3 (Subject to Article 6.4) the Chairman or (if the Chairman is unable or unwilling to do so) some other member elected by those members present presides at a general meeting.

8.4 Except where otherwise provided by the Act, every issue is decided by a majority votes cast.

8.5 Every member present in person has one vote on each issue (including the Chairman). No member shall have a second or casting vote.

8.6 A written resolution signed by all those entitled to vote at a general meeting is valid as a resolution actually passed at a general meeting (and for this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of last signature).

8.7 The Charity must hold an AGM in every year which all members are entitled to attend. The first AGM must be held within 18 month after the Charity`s incorporation.

8.8 At an AGM the members:

- (a) receive the accounts of the Charity for the previous financial year;
- (b) receive the Director`s report on the Charity`s activities since the previous AGM;
- (c) accept the retirement of those Directors who wish to retire or who are retiring by rotation;
- (d) elect persons to be Directors to fill the vacancies arising;
- (e) appoint auditors for the Charity;
- (f) may confer on any individual (with his or her consent) the honorary title of Patron, President, Vice- President (or any other title upon which the members shall decide) of the Charity and may determine the powers and duties of that individual; and
- (g) discuss and determine any issues of policy or deal with any other business put before them.

8.9 Any general meeting which is not an AGM is an EGM

8.10 An EGM may be called at any time by the directors and must be called within twenty-eight days on a written request from at least five members or (if less) fifty percent of the members for the time being.

9. The Directors

9.1 The Directors as charity trustees have control of the Charity and its property and funds.

9.2 The Directors when complete consist of at least three and not more than fifteen individuals, all of whom must be members of the Charity.

9.3 The subscribers to the Memorandum are the first Directors of the Charity.

9.4 Every Director must sign a declaration of willingness to act as a charity trustee of the Charity before he or she is eligible to vote at any meeting of the Directors.

9.5 Each Director may serve as Director of the Charity for a maximum of three years and shall then retire as a Director of the Charity. However, any Director retiring in accordance with this Article shall be eligible for immediate reappointment as a Director if his reappointment is approved by an Ordinary Resolution of the members at a general meeting.

9.6 A Director`s term of office automatically terminates if he or she:

(a) is disqualified by virtue of section 72 of the Charities Act 1993(or any statutory re-enactment or modification of that provision);

(b) is incapable, whether mentally or physically, of managing his or her own affairs and the Directors(other than him or her by resolution so determine)

(c) is absent from all meetings of the Directors for a period of one year and the Directors (other than him or her) by resolution so determine;

(d) ceases to be a member of the Charity (but such person may be re instated by resolution passed by all the other Directors on resuming membership of the Charity before the next AGM);

(e) resigns by written notice to the Directors (but only if at least three Directors will remain in office);

(f) is removed by resolution passed by at least fifty-one per cent of the members present and voting at a general meeting after the meeting has invited the views of the Director concerned and consider the matter in the light of such views.

9.7 The Directors may at any time co-opt any person duly qualified to be appointed as a Director to fill a vacancy in their number or as an additional Director, but a co-opted Director holds office only until the next AGM.

9.8 A technical defect in the appointment of a Director of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

10. Proceeding of Directors

10.1 The Directors must hold at least two meetings each year provided that any meeting of the Directors may be called on at least twenty-eight clear days notice on a written request by at least two Directors.

10.2 A quorum at a meeting of the Directors is a majority of the Director then in office or two

whichever is the greater.

10.3 A meeting of the Directors may be held either in person or by suitable electronic means agreed by the Directors in which all participants may be communicate with all the other participants.

10.4 (Subject to Article 12.4) the Chairman or (if the Chairman is unable or unwilling to do so) some other Director chosen by the Directors present shall preside at each meeting.

10.5 Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution signed by all the Directors is as valid as a resolution passed at a meeting (and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature).

10.6 Every Director (including the Chairman) has one vote n each issue. No director shall have a second vote or casting vote.

10.7 A procedural defect of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

11. Powers of Directors

The Directors have the following powers in the administration of the Charity:

11.1 To appoint and remove a Chairman, up to two Treasurers, a Secretary, and other Officers in accordance with Article 6 of these Articles;

11.2 To appoint an individual (to be known as the Executive Director) of the Charity or such other title as Directors may from time to time determine) to run the day to day business of the Charity on such terms and on such remuneration as the Directors shall determine provided that such person may (but need not be) a member of the Charity.

11.3 To delegate any of their functions to committees consisting of two or more individuals appointed by them (but at least one member of every committee must be a Director and all proceedings of committees must be reported promptly to the Directors).

11.4 To make Standing orders consistent with the Memorandum, these Articles and Act to govern proceedings at their meetings and at meetings of committees.

11.5 To make Rules consistent with the Memorandum, these Articles and the Act to govern proceedings at their meetings and at meetings of committees.

11.6 To make Regulations consistent with the Memorandum, these Articles and the Act to govern the administration of the Charity and the use of its seal (if any);

11.7 To establish procedures to assist the resolution of disputes within the Charity;

11.8 To exercise any powers of the Charity which are not reserved to a general meeting.

12. Appointment of a Chairman, Treasurer, Secretary and Other Officers of the Charity

12.1 The Directors shall appoint from amongst their number the following Officers:

- (a) A Chairman
- (b) A Treasurer
- (c) Officers to fulfil any other positions as the Directors may decide.

12.2 Appointments under Article 12.1 shall be made at a meeting of the Directors and shall take effect for a period of three years from the date of the meeting dealing with such appointment, provided that the relevant Officer shall be eligible for immediate re-appointment at the termination of the relevant three year period.

12.3 The relevant Officer shall be deemed to be duly appointed if the Directors shall so resolve at a meeting of the Directors and (subject to Article 6.5) in the event that there is more than one candidate for the relevant office the appointment of the relevant officer shall be determined by election with each Director (other than the candidates, who shall not be entitled to vote) having one vote for his or her preferred candidate. The Director who shall receive the most votes cast amongst each of the candidates shall be deemed to be duly appointed.

12.4 Appointments under Articles 12.1 and 12.2 shall terminate on the earliest of the following:

- (a) on the third anniversary of the date of appointment of the relevant Officer;
- (b) on the relevant Officer being removed from his office by resolution of the Directors;
- (c) on the relevant Officer ceasing to be a Director;

12.5 The Directors may appoint a person who may (but need not) be a member of the Charity to act as Secretary provided that any such person appointed may be removed from his or her position as Secretary by a resolution of the Directors.

13. Records and Accounts

13.1 The Directors must comply with the requirements of the Act and of the Charities Act 1993 as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:

- (a) annual Accounts
- (b) annual returns
- (c) annual statements of account.

13.2 The Directors must keep proper records of:

- (a) all proceedings at meetings of the Directors;
- (b) all reports of committees; and
- (c) all professional advice obtained.

13.3 Accounting records relating to the Charity must be made available for inspection by any Director at any reasonable time during normal office hours and may be made available for inspection by members who are not Directors if the directors so decide.

13.4 A copy of the Charity's latest available statement of account must be supplied on request to any Director or member, or to any other person who makes a written request and pays the charity's reasonable costs, within two months.

14. Notices

14.1 Notices under these Articles may be sent by hand, or by post or by suitable electronic means or (where applicable to members generally) may be published in any suitable journal or national newspaper circulating in area of benefit or any.

14.2 The only address at which a member is entitled to receive notices is the address shown in the register of members.

14.3 Any notices given in accordance these Articles is to be treated for all purposes as having been received:

- (a) 24 hours after being sent by electronic means or delivered by hand to the relevant address;
- (b) two clear days after being sent by first class post to that address;
- (c) three clear days after being sent by second class or overseas post to that address;
- (d) on the date of publication of a newspaper containing the notice;
- (e) on being handed to the member (or in the case of a member organisation, its authorised representative) personally or, if earlier;
- (f) as soon as the member acknowledges actual receipt.

14.4 A technical defect in the giving of a notice of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

15. Dissolution

15.1 If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways;

- (a) by transfer to one or more other bodies established for exclusively charitable purposes with the same or similar objectives;
- (b) directly for the Objects or charitable purposes within or similar to the Objects;
- (c) in such other manner consistent with charitable status as the Commission approve in writing in advance;

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

15.3 In no circumstances shall the net assets of the charity be paid to or distributed among the members of the charity (except to a member that itself is a charity) and if no resolution in accordance with article 58(1) is passed by the members or the directors the net assets of the charity shall be applied for charitable purposes as directed by the Court or the Commission.

16. Non-profit distribution clause.

Any profits of the Foundation shall be used to further the objects of the company and shall not be paid to members as dividends. Any profit shall always be used to further the objects of the company and never shall be paid as dividend.