

FILE COPY



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

Company Number **13461163**

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

**JJAMS LANDLORD 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 **17th June 2021**



\*N13461163C\*



Companies House



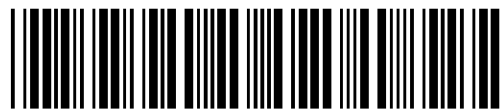
THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



Companies House

# IN01

Application to register a company



Received for filing on the: 11/06/2021

AA6FD3WX

*Company Name in full:*

**JJAMS LANDLORD LIMITED**

*Company Type:*

**Private company limited by guarantee**

*Situation of Registered Office:*

**England and Wales**

*Proposed Registered Office Address:*

**84 WOLVERHAMPTON SALOP STREET  
SALOP STREET  
WOLVERHAMPTON  
WEST MIDLANDS  
WV3 0SR**

*Sic Codes:*

**68209**

*Principal activity description:*

**Other letting and operating of own or leased real estate**

*I wish to adopt entirely bespoke model articles.*

*Company Director* 1

*Occupation:*       **DIRECTOR**

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

*Company Director* 2

*Type:* **Person**

*Full Forename(s):* **MRS JANET**

*Surname:* **JADWANI-HICKINBOTTOM**

*Service Address:* **84 WOLVERHAMPTON SALOP STREET  
SALOP STREET  
WOLVERHAMPTON  
WEST MIDLANDS  
UNITED KINGDOM WV3 0SR**

Country/State Usually Resident: UNITED KINGDOM

*Date of Birth:*    **\*\*/12/1972**                      *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):* **MISS AKIKO MAE**

Surname: **OBILLO**

*Service Address:* **84 WOLVERHAMPTON SALOP STREET  
SALOP STREET  
WOLVERHAMPTON  
STAFFORDSHIRE  
UNITED KINGDOM WV3 0SR**

Country/State Usually Resident: UNITED KINGDOM

*Date of Birth:*    **\*\*/03/1995**                      *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 MATTHEW RICHARD JAMES**

*Surname:* **CRAVEN**

*Service Address:* **84 WOLVERHAMPTON SALOP STREET  
SALOP STREET  
WOLVERHAMPTON  
WEST MIDLANDS  
WV3 0SR**

Country/State Usually Resident: UNITED KINGDOM

*Date of Birth:*    **\*\*/10/1985**                      *Nationality:*    **BRITISH**

*Occupation:*       **DIRECTOR**

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

## ***Persons with Significant Control (PSC)***

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### **Statement of no PSC**

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**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**

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## *Statement of Guarantee*

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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:* **JENNIFER OBILLO**

*Address* **9 PINWOOD CRESCENT  
INCE IN MAKERFIELD  
WIGAN  
LANCASHIRE GREATER MANCHESTER  
UNITED KINGDOM  
WN2 2DT**

*Amount Guaranteed* **400**

*Name:* **JANET JADWANI-HICKINBOTTOM**

*Address* **1 LATHERFORD LANE  
CALFHEATH  
WOLVERHAMPTON  
STAFFORDSHIRE  
WV10 7DX**

*Amount Guaranteed* **400**

*Name:* **AKIKO MAE OBILLO**

*Address* **15C CREALOCK STREET  
WANDSWORTH  
LONDON  
HAMMERSMITH  
SW18 2BS**

*Amount Guaranteed* **100**

*Name:* **MATTHEW RICHARD JAMES CRAVEN**

*Address* **9 PINWOOD CRESCENT  
INCE IN MAKERFIELD  
WIGAN  
LANCASHIRE GREATER MANCHESTER  
UNITED KINGDOM  
WN2 2DT**

*Amount Guaranteed* **100**



## ***Statement of Compliance***

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

<i>Name:</i>	<b>JENNIFER OBILLO</b>
<i>Authenticated</i>	<b>YES</b>
<i>Name:</i>	<b>JANET JADWANI-HICKINBOTTOM</b>
<i>Authenticated</i>	<b>YES</b>
<i>Name:</i>	<b>AKIKO MAE OBILLO</b>
<i>Authenticated</i>	<b>YES</b>
<i>Name:</i>	<b>MATTHEW RICHARD JAMES CRAVEN</b>
<i>Authenticated</i>	<b>YES</b>

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## ***Authorisation***

<i>Authoriser Designation:</i>	<b>subscriber</b>	<i>Authenticated</i>	<b>YES</b>
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## ***Statement of Compliance***

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

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

*Agent's Name:* **MISS JENNIFER OBILLO**

*Agent's Address:* **9 PINWOOD CRESCENT  
INCE IN MAKERFIELD  
WIGAN  
LANCASHIRE GREATER MANCHESTER  
UNITED KINGDOM  
WN2 2DT**

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## ***Authorisation***


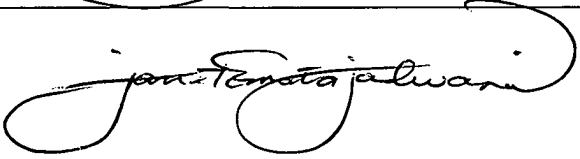


*Authoriser Designation:* **agent** *Authenticated* **YES**

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**COMPANIES ACT 2006  
COMPANY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL**

**MEMORANDUM OF ASSOCIATION OF [JJAMS LANDLORD 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 of each Subscriber	Authentication by each Subscriber
MISS JENNIFER E OBILLO	
MRS JANET JADWANI-HICKINBOTTOM	
MISS AKIKO MAE OBILLO	
MR MATTHEW RICHARD CRAVEN	

Date: 12/06/2002

**COMPANIES ACT 2006  
COMPANY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL**

**MODEL ARTICLES OF ASSOCIATION OF JJAMS LANDLORD LIMITED**

**1. INTERPRETATION**

**In these Articles:**

1.1 **'The 2006 Act'** means the Companies Act 2006 as amended **'AGM'** means an **Annual General Meeting** of the Company **'these Articles'** means these **Articles of Association'** authorised **representative'** means an individual who is authorised by a member organisation to act on its behalf at meetings of the Company and whose name is given by the member organisation in writing to the Secretary. Any such notice of the appointment (or removal) of an authorised representative constitutes conclusive evidence of that person's appointment (or removal)

**'Chairperson'** means the Chairperson of the Trustees **'the Company'** means the company governed by these Articles **'clear day'** means 24 hours from midnight following the relevant event **'AGM'** means an extraordinary general meeting of the Company **'Financial Expert'** means an individual, company or firm who is an authorised person or an exempted person within the meaning of the **Financial Services Act 1986** **'local advisory board'** means a panel consisting of private and public sector employers, and representatives of voluntary and community organisations and statutory agencies whose functions is to advise the trustees on local needs, priorities and trends material benefit' means a benefit which may not be financial but has a monetary value **'member'** and **'membership'** refer to membership of **the Company** **'Memorandum'** means the **Company's Memorandum of Association**. the **'Month'** means calendar month **'the Objects'** means **the Objects of the Company** as defined in **Article 3** **'Secretary'** means the person appointed to carry out the administrative functions on behalf of the Company who may, but need not be, a person appointed under **Article 8.1.1** **'Taxable Trading'** means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of **actually carrying out the Objects** other than trading within the **Inland Revenue's** permissible limits for the time being **'Trustee'** means a director of **the Company** and **'Trustees'** means all of the directors. **'written'** or **'in writing'** refers to a legible document on paper including a fax message **'year'** means calendar year.

**1.2 Expressions defined in the 2006 Act have the same meaning.**

1.3 References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

## **2. LIMITATION OF LIABILITY AND GUARANTEE**

The Liability of Members is Limited. Every member promise, if the Company is dissolved while he, she or it remains a member or within 12 months afterwards, to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Company while the contributor was a member.

## **3. REGISTERED OFFICE AND OBJECTS**

3.1 The registered office of the Company is to be in England.

3.2 The objects of the Company ('the Objects') are:

The Company is established to provide quality accommodation for the relief of vulnerable adults by the provision of care, education and recreation services.

## **4. POWERS**

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

### **To co-operate with other bodies**

4.2 To provide or assist in providing information, training and support to voluntary and community bodies in the area of benefit

4.3 To raise funds (but not by means of taxable trading except as permitted by Inland Revenue regulations) and appeal for and receive any contribution, donation, grant or gift of money or property

4.4 To buy or acquire or hire and manage, maintain or improve property of any kind and equip it for use

4.5 To sell, let or dispose of all or any part of the property of any kind belonging to the company

4.6 To make grants, donations or loans of money and to give or receive guarantees

4.7 To set aside funds for special purposes or as reserves against future expenditure

4.8 To deposit or invest funds in any manner including establishment of a trading arm (but to invest only after obtaining advice from a financial expert and having regard to the suitability of investments and the need for diversification)

- 4.9 To co-operate with other companies, third sector bodies and statutory authorities and to exchange information and advice with them
- 4.10 To promote or carry out research and publish the useful results
- 4.11 To publish and distribute information and hold meetings, lectures and conferences
- 4.12 To carry out the objects whether as principal or agent and whether alone or with others
- 4.13 To delegate the management of investments to a financial expert, but only on terms that:
  - 4.13.1 *The Trustees set down the investment policy in writing for the financial expert*
  - 4.13.2 Every transaction is reported promptly to the Trustees
  - 4.13.3 The performance of the investments is reviewed regularly with the Trustees
  - 4.13.4 The Trustees are entitled to cancel the delegation arrangement at any time
  - 4.13.5 The investment policy and the delegation arrangement are reviewed at least once a year
  - 4.13.6 All payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt
  - 4.13.7 The financial expert must not do anything outside the powers of the Trustees
- 4.14 To arrange for investments or other property of the Company to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of a financial expert acting under their instructions and to pay any reasonable fee required
- 4.15 To insure the property of the Company against any foreseeable risk and take-out other insurance policies to protect the Company when required
- 4.16 To insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as company trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty
- 4.17 Subject to Article 5, to employ paid or unpaid agents, staff or advisers and make provision for pensions and superannuation for paid staff
- 4.18 To enter into contracts to provide services to or on behalf of other bodies

- 4.19 To establish subsidiary companies to assist or act as agents for the Company
- 4.20 To amalgamate with any other charitable body with similar objects
- 4.21 To pay the costs of forming the Company
- 4.22 To do anything else within the law which promotes or helps to promote the Objects.

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

5.1 The property and funds of the Company must be used only for promoting the Objects and do not belong to the members of the Company but

5.1.1 members who are not Trustees may be employed by or enter into contracts with the Company and receive reasonable payment for goods or services supplied

5.1.2 members (including Trustees) may be paid interest at a reasonable rate on money lent to the Company

5.1.3 members (including Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Company

5.1.4 individual members who are not Trustees but who are beneficiaries may receive benefits in that capacity.

5.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Company except

5.2.1 As mentioned in Articles 4.16, 5.1.2, 5.1.3 or 5.3.

5.2.2 Reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Company

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

5.2.4 Payment to any company in which a Trustee has no more than a 1 per cent shareholding

5.3 Any Trustee (or any firm or company of which a Trustee is a partner, member, consultant or employee) may enter into a contract with the Company to supply goods or services in return for a payment or other material benefit but only if

5.3.1 The goods or services are actually required by the Company

5.3.2 The nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article

5.3.3 No more than one half of the Trustees are subject to such a contract in any financial year.

The reason for any award to a Trustee of a contract is entered into the Trustees' minute book.

#### **5.4 THE COMPANY ACTS BENEFITS TO MEMBERS AND TRUSTEES**

5.4 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a sub-committee the Trustee concerned must:

5.4.1 Declare an interest at or before discussion begins on the matter

5.4.2 Withdraw from the meeting for that item unless expressly invited to remain in order to provide information

5.4.3 Not be counted in the quorum for that part of the meeting

5.4.4 Withdraw during the vote and have no vote on the matter.

5.5 Where a Trustee has or may have an actual or potential conflict of interest under 5.4 above, the remaining Trustees may, by a simple majority vote at a quorate Trustees' meeting, and under the provisions of sections 175(4) and 175(5) of the 2006 Act, authorise that Trustee to continue to act despite the conflict or potential conflict.

5.6 For the purposes of this Article 5, "Company" includes: Any subsidiary, trading arm or other company controlled by the Company Any company to which the Company has the right to appoint at least one director.

5.7 For the purpose of this Article 5, "Trustee" includes a trustee's child, parent, grandchild, grandparent, brother, sister, spouse or cohabitee.

#### **6. THE TRUSTEES**

6.1 The Trustees have control of the Company and its property and funds.

6.2 The Trustees when complete consist of:

the Officers of the Company (Chairperson, Vice-Chairperson, Secretary (if s/he is to be a Trustee) and Treasurer) elected from amongst the members at each AGM up to 4 representatives of member organisations elected at each AGM up to 4 individual members elected at each AGM nominated members as follows: individuals (who need not be members of the Company) co-opted under Article 6.7.

OR



There must not be fewer than four Trustees but, subject to Article 6.8, there is no maximum number.

A person qualified and wishing to become a trustee must be aged 18 years or over and must either be recommended by the Trustees or be nominated for election by a member of the Company. A nomination for election from a member must be signed by that member and by the person being nominated, and it must be lodged with the Secretary not less than 7 nor more than 28 clear days before the date of the AGM. The nomination form must contain the same details as that required of a director by Companies House.

Every Trustee must sign a declaration of willingness to act before he or she is eligible to vote at any Meeting of the Trustees

All Trustees must retire at each AGM but may offer themselves for re-election or further co-option.

OR

6.5 At each AGM, the one-third of the Trustees who have been longest in office must retire by rotation (or the number nearest to one-third) but may offer themselves for re-election or further co-option. As between Trustees with the same length of service, they may agree between themselves who shall retire, but if they cannot agree, the matter will be decided by lot.

**6.6 A Trustee's term of office automatically terminates if he or she:**

6.6.1 is disqualified under the 2006 Act or Charities Acts 1993 or 2006 from acting as a company Trustee or a charity Trustee

6.6.2 is incapable, whether mentally or physically, of managing his or her own affairs

6.6.3 is absent from five consecutive meetings of the Trustees

6.6.4 ceases to be a member of the organisation of which s/he is an authorised representative  
cease to be a member (but such a person may be reinstated by resolution passed by all the other Trustees on her/him/it resuming membership of the Company before the next AGM)

6.6.5 resigns by written notice to the Trustees (but only if at least two Trustees will remain in office)

6.6.6 is removed under Article 6.10

6.6.7 fails to declare a payment or benefit as required by Article 5.4 above

6.6.8 ceases to have a required qualification as previously agreed by the members.

6.7 The Trustees may at any time co-opt any individual duly qualified to be appointed as a Trustee to fill a vacancy in their number or as an additional Trustee, but a co-opted Trustee holds office only until the next AGM and the total number of co-opted at any one time shall not be more than one-half the elected Trustees.

6.8 The Company may increase or reduce the maximum number of Trustees by passing an ordinary resolution, provided that the number is not reduced to below two. If the total number of Trustees falls below the quorum, then the remaining Trustee(s) can continue to act, but only in order to appoint more Trustees or call a general meeting of the Company. The Trustees must agree by majority vote to appoint or remove a Trustee. In order for the vote to be valid, the majority of Trustees in favour must sign the ordinary resolution.

6.9 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

6.10 The Company's members voting in a General Meeting, can remove any Trustee by an ordinary resolution with special notice given according to section 168 of the 2006 Act, after the Meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views. The members can replace a Trustee once s/he is removed.

## **7. PROCEEDINGS OF TRUSTEES**

The Trustees must hold at least 2 meetings each year, but otherwise can arrange and hold their meetings as they see fit. A quorum at a meeting of the Trustees is one-third of the Trustees with a minimum of 2.

Any Trustee may request a Trustees' meeting and the Secretary must call a meeting if a Trustee requests it.

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

The Chairperson presides at each meeting of the Trustees. If within 15 minutes of the start of the meeting, the Chairperson is unable or unwilling to preside, then the Vice-Chairperson or (if the Vice-Chairperson is also unable or unwilling), another Trustee elected by those present, presides at the meeting.

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

Except for the Chairperson of the meeting, who has a second or casting vote, every Trustee has one vote on each issue.

A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting. A defect in the appointment or qualification of a Trustee, of which the Trustees are unaware at the time, does not invalidate any decision taken at a meeting provided the decision would still have been taken by a quorate majority of the Trustees without counting that Trustee's vote.

The Trustees may act notwithstanding any vacancies in their number, but, if the number of Trustees is less than the number fixed as the quorum, the continuing Trustees or Trustee may act only for the purpose of filling vacancies or of calling a general meeting

The Trustees may co-opt any individual to be a non-voting observer or adviser at their meetings and for such period as the Trustees may think fit.

## **8. POWERS OF TRUSTEES**

8.1 The Trustees have the following powers in the administration of the Company:

8.1.1 To appoint (and remove) any person (who may but need not be a Trustee) to carry out the duties formerly required of company secretaries under the 1985 Act and to remunerate that person if s/he is not a Trustee or if s/he is a Trustee, under the provisions of Articles 5.2 and 5.3

8.1.2 To appoint working parties (consisting wholly or in part of Trustees) to consider and make recommendations (but not take decisions)

To delegate any of their functions to sub-committees consisting of three or more individuals appointed by them (but at least one member of every sub-committee must be a Trustee and all proceedings of sub-committees must be reported promptly to the Trustees)

To make Standing Orders consistent with these Articles and the 2006 Act, to govern proceedings at general meetings and the powers of sub-committees

To make Rules consistent with these Articles and the 2006 Act to govern proceedings at their meetings and at meetings of sub-committees

To make Regulations consistent with these Articles and the 2006 Act to govern the membership and administration of the Company, the use of its premises, and the use of its seal (if any)

To establish procedures to assist the resolution of disputes within the Company

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

8.2 The Trustees must take all steps they deem necessary to bring all standing orders, rules or regulations to the notice of the Company's members.

## **9. MEMBERSHIP**

The number of members with which the company proposes to be registered is unlimited and the subscribers to the Memorandum shall be the first members of the Company.

The Company must maintain a register of members and a register of Directors (Trustees) and Company Secretaries.

Membership of the Company is open to any individual or organisation interested in promoting the Objects who has paid any annual subscription (being an organisation), has objects consistent with those of the Company applies to the Company in the form required by the Trustees

is approved by the Trustees and

signs the Register of members or consents in writing to become a member either personally or in the case of a member organisation through an authorised representative.

The Trustees may only refuse an application for membership if doing so would, in their reasonable and proper opinion, be in the best interests of the Company.

The Trustees may establish different classes of membership and prescribe their respective rights and obligations and set the amounts of any subscriptions. The rights and obligations of members must be set out in the register of members and can only be altered by the Company voting by special resolution in general meeting under Article 10.12.

Membership is terminated if the member concerned gives written notice of resignation to the Company dies or in the case of an organisation ceases to exist 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 is removed from membership by resolution of the Trustees on the ground that in their reasonable opinion the member's continued membership is harmful to the Company (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 notice) fails to notify the Company of any change of address within 3 months after the change ceases to comply with the conditions of membership.

**Membership of the Charity is not transferable.**

## **10 GENERAL MEETINGS**

Individual members are entitled to attend general meetings either personally or by proxy and member organisations either by an authorised representative or by proxy. Subject to Article 10.12 below and the provisions of the 2006 Act, an Annual General Meeting or an Extraordinary General Meeting must be called on at least 14 clear days written notice specifying the business to be discussed except if a special resolution is to be passed, in which case the notice period is 21 clear days.

If a General Meeting is called at shorter notice, it will be valid if this is agreed by 90% of the members entitled to attend and vote.

There is a quorum at a general meeting if the number of members or authorised representatives personally present is at least 10% or three members whichever is larger. No business can be transacted unless a quorum is present and, if a meeting begins or becomes inquorate, then it must be adjourned and re-convened. The Chairperson, with the consent of the members present, can adjourn either an inquorate meeting or a quorate meeting with unfinished business for up to 30 days. If a quorum is not present within 15 minutes of the start of the reconvened meeting, then the members present at that time will constitute the quorum.

The Chairperson presides at a general meeting. If within 15 minutes of the start of the meeting, the Chairperson is unable or unwilling to preside, then the Vice-Chairperson or (if the Vice-Chairperson is also unable or unwilling), some other Trustee elected by those present, presides at a general meeting. If only one Trustee is present and willing to act, s/he must preside at the meeting.

Except where otherwise provided by the 2006 Act, every issue is decided by a simple majority of the votes (ordinary resolution) cast on a show of hands. The Trustees may make Standing Orders under Article 8.4 to allow members to exercise postal votes. The Standing Order permitting a postal vote must set out the postal vote form to be used. The Chairperson or any two members or any member having 10% of the voting rights may ask for a count of votes (poll) and provisions of section 321(2) of the 2006 Act will then apply.

Except for the Chairperson of the meeting, who (being a member or an authorised representative) has a second or casting vote, every member present in person or by proxy or through an authorised representative has one vote on each issue. Any member wishing to challenge the qualification of any other member to vote must do so at the meeting at which the vote is taken. The Chairperson's decision on the matter is final.

A written resolution sent to all members and signed by the requisite majority of all those entitled to vote at a general meeting is as 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 the last signature).

The Company must hold an AGM in every year which all members are entitled to attend. The first AGM must be held within 18 months after the Company's incorporation and subsequent AGMs must be held at intervals of not more than 15 months.

At an AGM the members: receive the accounts of the Company for the previous financial year  
receive the Trustees' report on the Company's activities since the previous AGM  
receive the report from the Local Advisory Board (if any) accept the retirement of those  
Trustees who wish to retire elect persons to be Trustees to fill the vacancies arising appoint  
auditors or independent examiners for the Company discuss and determine any issues of policy  
or deal with any other business put before them.

**Any general meeting which is not an AGM is an EGM.**

**Annual General Meeting (AGM) and Extraordinary General Meeting (EGM)**

A general meeting may be called at any time by the Directors and must be called within 28 days on a written request from at least 10% of the members, or, if more than 12 months has elapsed since the last general meeting, from at least 5% of the members

Any amendment to the Company's Articles must be passed by a special written resolution or by a special resolution (i.e., on not less than 75% majority vote) at a general meeting held at not less than 21 days' notice. Notice of the resolution, once passed, must be sent to Companies House within 14 days, together with a copy of the amended Articles. No amendment to the Articles may operate to invalidate any previous action of the Trustees.

## **11. RECORDS & ACCOUNTS**

11.1 The Trustees must comply with the requirements of the 2006 Act as to keeping financial records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies of:

11.1.1 Annual reports

11.1.2 Annual returns

11.1.3 Annual financial statements of account.

11.2 The Trustees must keep (and, where required by the 2006 Act, retain for at least 10 years) proper records of

11.2.1 All proceedings at general meetings, Trustees' meetings and sub-committee meetings, including details of those present, any decisions made and (where appropriate) the reasons for those decisions

11.2.2 All reports of committees and

11.2.3 All professional advice obtained.

11.3 Accounting records relating to the Company must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by members who are not Trustees if the Trustees so decide.

A copy of the Company's latest available statement of account must be:

Supplied on request to any Trustee or member, or to any other individual who makes a written request and pays the Company's reasonable costs, within two months and Sent to each member at least 21 days before an AGM, together with a copy of the Auditor's Report and the Trustees' Annual Report.

If the 2006 Act requires something to be done by both a Trustee and the Secretary, then the same person acting in both capacities cannot do this.

The Trustees may each year carry out a social audit through an independent assessor, in addition to the financial audit or independent examination. The purposes of the social audit are to:

Identify the social costs and benefits of the Company's work Enable non-financial assessments of the Company's performance to be made Assess the Company's internal democracy and decision-making Assess its effects on beneficiaries, users and partners, the wages, health and safety, training, development and job satisfaction of its employees and volunteers, and its compliance in general with the principles of good human resource management.

## **12. NOTICES**

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 newspaper or any newsletter distributed by the Company.

The only address at which a member is entitled to receive notices is the address shown in the register of members and a member's presence at a general meeting shall be proof of her/his receiving a notice and its contents.

Any notice given in accordance with these Articles is to be treated for all purposes as having been received

12.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address

12.3.2 Two clear days after being sent by first class post to that address

12.3.3 Three clear days after being sent by second class or overseas post to that address

12.3.4 On the date of publication of a newspaper containing the notice

12.3.5 On being handed to the member (or, in the case of a member organisation, its authorised representative) personally or, if earlier,

12.3.6 As soon as the member acknowledges actual receipt.

12.4 A notice of a general meeting must state the date, time and place of the meeting, the business to be transacted and whether it is an **AGM** or an **EGM**.

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

### **13. DISSOLUTION**

13.1 If the Company 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:

13.1.1 by transfer to one or more other bodies established for exclusively purposes with the same or similar object

13.1.2 in such other manner consistent with charitable status as the Commission approve in writing in advance.

13.2 A final report and statement of account must be sent to the commission

### **14. INDEMNITY**

14.1 Unless the provisions and operation of this Article are avoided by any provision of the 2006 Act, every Trustee and every Officer or employee of the Company shall be indemnified by the Company out of its funds against all costs, losses, charges, expenses and liabilities sustained or incurred by her/him:

14.1.1 in defending any proceedings (whether civil or criminal) in respect of any negligence, default, breach of duty or of trust of which s/he may be guilty in relation to the Company and in which judgment is given in her/his favour or in which s/he is acquitted or in respect of which relief is granted to her or him by the Court under the provisions of the 2006 Act or by the Commission: or

14.1.2 in respect of any contract entered into or act or deed done by her/him by virtue of her/his instructions or authority from the Trustees or in any way in the discharge of her/his duties.