

Company Number: 4643358

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16/06/2017

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COMPANIES HOUSE

THE COMPANIES ACTS 1985 AND 1989

**COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

**MEMORANDUM OF ASSOCIATION
- of -
KENDRA FOUNDATION**

1. The name of the Company is KENDRA FOUNDATION
2. The Company's registered office is to be situated in England and Wales.
3. The Company objects (the "Objects") are:
 - 3.1. To provide an organisational, legal and infrastructure framework for Kendra Initiative.
 - 3.2. To ensure that Kendra Initiative trials continue to exist beyond the participation of interested organisations and individual volunteers.
 - 3.3. To enable the contributions of intellectual property and funds on a sound basis.
 - 3.4. To provide a vehicle for limiting legal exposure while participating in the trials and contributing to software projects.
 - 3.5. To assist with the coordination of marketing efforts, meetings and conferences.
 - 3.6. To provide hosting for Kendra's Initiative's website; and to develop web/email tools to facilitate the collaborative design process, between Kendra Initiative Participants, necessary to create the Kendra System.
4. In support of the objects, but not otherwise, the Company shall have power to do all things incidental or conducive to the attainment of the objects or any of them. In particular (but without limitation) the Company shall have the following powers:
 - 4.1. To provide all kinds of professional and other services, employment, staff selection and welfare, management, secretarial and administrative work, agency and representation; provide accommodation, and facilities for meetings, conferences, displays, exhibitions, education, research and services and consultancies connected in any way with finance, insurance, property, investment, advertising and publicity;

and to carry on business as manufacturers, agents, factors, distributors, importers, exporters, processors and wholesale and retail dealers in and of all kinds of goods, materials and products whatever, whether consumable, durable or otherwise defined.

- 4.2. To buy, sell, import, export, manufacture and deal in all kinds of goods, stores and equipment whether in connection with any of the above activities or otherwise and to act as agents for all purposes.
- 4.3. To carry on any other business which may seem to the Managing Director capable of being carried on conveniently in connection with or as ancillary to any business which the Company is authorised to carry on, or calculated directly or indirectly to benefit the Company, or to enhance the value or render profitable any of the Company's property or rights.
- 4.4. To apply for, purchase or otherwise acquire any patents, licenses, concessions, privileges and like rights, conferring a non-exclusive or exclusive or limited right to use, or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company and to use, exercise, develop, grant licences in respect of, or otherwise turn to account the rights and information so acquired.
- 4.5. To purchase, take on lease or in exchange, or hire or otherwise acquire any lands, houses, buildings, rights, machinery, plant and any real or personal property or properties and chattels which the Managing Director may think to be convenient or suitable for any purposes of the Company's business, and to purchase or otherwise acquire all or any of the business, property and liabilities of any person or company carrying on any business similar to that which this Company is authorised to carry on, or possessed of property suitable for the purposes of the Company, and pay for any assets acquired by the Company.
- 4.6. To sell, improve, manage, develop, lease, mortgage, let, charge, dispose of, turn to account, or otherwise deal with all or any part of the undertaking or property or rights of the Company, and to sell the undertaking of the Company, or any part thereof for such consideration as the Company may think fit, and in particular for cash, shares, debentures or debenture stock or other obligations, whether fully paid or otherwise, of any other company.
- 4.7. To form, promote, subsidise and assist companies, syndicates and partnerships of all kinds which may be of assistance to the Company for any of the purposes of its business or which may have objects similar wholly or in part to the objects of the Company, whether directly or indirectly, and to subscribe for, and take any shares, stock, debentures, debenture stock or other obligations of any other companies, syndicates and partnerships.
- 4.8. To enter into partnerships or into any arrangement for sharing profits, union of interests, reciprocal concessions, co-operation, or otherwise, with any person or company carrying on a business similar to or which may be conveniently carried on with any business of the Company.
- 4.9. To borrow and raise money without restriction and to secure the same in such manner as may be expedient.

- 4.10. To make, draw, accept, endorse, negotiate, discount and execute bills of exchange, promissory notes or other negotiable instruments.
- 4.11. To advance and lend money, with or without security, to such persons and upon such terms and subject to such conditions as may seem expedient.
- 4.12. To pay all or any expenses incurred in connection with the formation, promotion and incorporation of the Company and to remunerate any person or company for services rendered in the formation or promotion of the Company or the conduct of its business.
- 4.13. To amalgamate with any other company with objects all or any of which are similar to the objects of the Company in any manner whatsoever (whether with or without a winding up of the Company).
- 4.14. To receive money on deposit or loan and to give credit to or guarantee, or become security for the performance of any contract by any person, company or association and to grant instalment, hire-purchase and leasing facilities upon such terms as may seem desirable in the interests of the Company.
- 4.15. To support or subscribe to any charitable object or any institution and to give pensions bonuses, gratuities or assistance to any person who is serving or has served the Company, whether as Director, employee or otherwise, and his family and dependants, to make payments towards insurance, and to establish, form and contribute to provident, superannuation and other similar funds and trusts, associations, clubs, schools and other institutions for the benefit of any such persons aforesaid.
- 4.16. To promote any other company for the purpose of acquiring the whole or any part of the business or property and undertaking any of the liabilities of the Company, or of undertaking any business or operations which seem likely to assist or benefit the Company and to underwrite, subscribe for or otherwise acquire all or part of the shares of any such company as aforesaid.
- 4.17. To invest and deal with any of the moneys of the Company not immediately required for its operations in such manner, with or without security, as the Directors may determine.
- 4.18. To procure the Company to be registered or recognised in any country or place abroad.
- 4.19. To erect, construct, alter and maintain any plant, machinery, buildings or other structures which may be convenient for the business of the Company.
- 4.20. To remunerate the Directors and employees of the Company and any other persons, companies or firms rendering services to the Company in such manner as may be thought expedient.
- 4.21. To enter into any arrangement with any Government or other authority and to obtain from any such body all rights, concessions and privileges which may seem conducive to any of the Company's business.

- 4.22. To carry out all or any of the objects of the Company in any part of the world either alone or as principals or as agents, Directors, contractors, sub-contractors or in partnership or conjunction with any other person, firm, association, company or other body, or through agents or Directors, or by means of any subsidiary or auxiliary company or otherwise.
5. The liability of the members is limited.
6. Every member of the Company undertakes to contribute to the Company assets in the event of it being wound up while they are a member or within one year after they cease to be a member, for payment of the Company debts and liabilities contracted before they cease to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributors amongst themselves such amount as may be required not exceeding £10.
7. If upon the winding-up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid to or distributed among the members of the Company, but shall be either:
- 7.1. given or transferred to some other institution or institutions having objects similar to the objects of the Company; or
- 7.2. if no such institution can be found, paid to one or more charitable trusts, institutions, associations or companies formed or existing in order to conduct research for the public benefit into electronic networking and/or related disciplines and subject areas.
- 7.3. If no such payment is possible, any surplus shall be applied to a charitable object. In each case, the recipient body or bodies shall be chosen by the Managing Director as at the date of winding up or dissolution.

We, the person whose name and address are written below, wish to be formed into a company under this memorandum of association

Signatures, Names and Addresses of Subscribers

Daniel Harris
14c Turle Road
London
N4 3LZ

.....
For and on behalf of Daniel Harris

Dated

Witness to the above Signatures:

Name:

Address:

Occupation:

THE COMPANIES ACTS 1985 AND 1989

**COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION
- of -
KENDRA FOUNDATION**

1. Interpretation

In these articles:

"the Act" means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force;

"the articles" means these Articles of Association of the Company;

"clear days" in relation to the 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;

"executed" includes any mode of execution;

"the managing director" means Daniel Harris;

"the memorandum" means the memorandum of association of the Company;

"office" means the registered office of the Company;

"the seal" means the common seal of the Company if it has one;

"secretary" means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;

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

words importing the masculine gender only shall include the feminine gender.

Subject as aforesaid, words or expressions contained in these Articles shall, unless the context requires otherwise, bear the same meaning as in the Act.

2. Members

- 2.1. The subscribers to the memorandum and such other persons or organisations as are admitted to membership shall be members of the Company. No person shall be admitted a member of the Company unless his application for membership is approved by the Managing Director.
- 2.2. The Managing Director may in his absolute discretion permit any member of the Company to retire, provided that such member is not a sole member.
- 2.3. A member shall forthwith cease to be a member if he shall die.
- 2.4. The Managing Director may without showing cause by a resolution refuse to allow any member to continue as a member of the Company and if such resolution shall be so passed then such member shall cease to be a member of the Company and his name shall be removed from the Register of Members.

3. General Meetings

- 3.1. The Company shall hold an annual general meeting each year in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and not more than fifteen months shall elapse between the date of one annual general meeting of the Company and that of the next, provided that so long as the Company holds its first annual general meeting within eighteen months of its incorporation, it need not hold it in the year of its incorporation or in the following year. The annual general meeting shall be held at such times and places as the Managing Director shall appoint. All general meetings other than annual general meetings shall be called extraordinary general meetings.
- 3.2. The Managing Director may call general meetings and, on the requisition of members pursuant to the provisions of the Act, shall forthwith proceed to convene an extraordinary general meeting for a date not later than eight weeks after receipt of the requisition.

4. Notice of general meetings

- 4.1. An annual general meeting shall be called by at least twenty-one clear days' notice. All other extraordinary general meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed:
- 4.2. in the case of an annual general meeting, by all the members entitled to attend and vote; or
- 4.3. in the case of any other meeting by a majority in number of members having a right to attend and vote, being a majority together holding not less than 95 per cent of the total voting rights at the meeting of all the members.
The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting shall specify the meeting as such.
The notice shall be given to all the members and to the Managing Director and auditors.

- 4.4. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by any person entitled to receive notice shall not invalidate the proceedings at that meeting.

5. Proceedings at general meetings

- 5.1. No business shall be transacted at any meeting unless a quorum is present. Save as herein otherwise provided one member present in person or by proxy shall be a quorum.
- 5.2. If a quorum is not present within half an hour from the time appointed for the meeting or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Managing Director may determine.
- 5.3. The Chairman, if any, or in his absence some other director nominated by the Managing Director shall preside as chairman of the meeting, but if neither the chairman nor such other director (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Managing Director present shall elect one of their number to be chairman, and if there is only one director present and willing to act, he shall be chairman.
- 5.4. If no Director is willing to act as chairman, or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be chairman.
- 5.5. A Director shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting.
- 5.6. The Chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had adjournment taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
- 5.7. A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:
- 5.7.1. by the Chairman; or
- 5.7.2. by at least two members having the right to vote at the meeting; or
- 5.7.3. by a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.
- 5.8. Unless a poll is duly demanded a declaration by the Chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or

proportion of the votes recorded in favour of or against the resolution.

- 5.9. The demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the chairman. The withdrawal of a demand for a poll shall not invalidate the result of the show of hands demand before the demand for the poll was made.
- 5.10. A poll shall be taken as the Chairman directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the results of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.
- 5.11. In the case of an equality of votes, whether on a show of hands or on a Poll, the chairman shall be entitled to a casting vote in addition to any other vote he may have.
- 5.12. A poll demand on the election of a chairman or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the Chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent continuance of a meeting for the transaction of any business other than the question on which the poll is demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
- 5.13. No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In other cases at least seven clear days notice shall be given specifying the time and place which the poll is to be taken.

6. Votes of members

- 6.1. Subject to Article 17, every member shall have one vote.
- 6.2. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not so disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the Chairman whose decision shall be final and conclusive.
- 6.3. A vote given or poll demanded by the duly authorised representative of a member organisation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the office before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.
- 6.4. Any organisation which is a member of the Company may by resolution of its board or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the organisation which he represents as the organisation could exercise if it were an individual member of the Company.

7. Power of Managing Director

- 7.1. Subject to the provisions of the Act, the memorandum and the articles and to any directions given by special resolution, the business of the Company shall be managed by the Managing Director who may exercise all the powers of the Company. No alteration of the memorandum or the articles and no such direction shall invalidate any prior act of the Managing Director which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this article shall not be limited by any special power given to the Managing Director by the articles.

8. Appointment of a Director

- 8.1. No person shall be appointed or reappointed a director at any general meeting unless:
- 8.1.1. he is recommended by the Managing Director; or
 - 8.1.2. No person may be appointed as a director:
 - 8.1.3. unless he has attained the age of 18 years; or
 - 8.1.4. in circumstances such that, he had already been a director, he would have been disqualified from acting under the provisions of these articles.
- 8.2. No less than seven nor more than twenty-eight clear days before the date appointed for holding a general meeting notice shall be given to all persons who are entitled to receive notice of the meeting of any person who is recommended by the Managing Director for appointment or reappointment as a director at the meeting.
- 8.3. Subject as aforesaid, the Company may by ordinary resolution appoint a person who is willing to act as director either to fill a vacancy or as an additional director.

9. Retirement of Directors

- 9.1. No person shall be disqualified from being a director of the Company or from being admitted or nominated as a director of the Company by reason of his attaining or having attained the age of 70.

10. Disqualification and removal of Directors

- 10.1. A director shall cease to hold office if he
- 10.2. ceases to be a director by virtue of any provision in the Act or is disqualified from acting as a director by virtue of the Company Directors Disqualification Act 1986;
- 10.3. becomes incapable by reason of mental disorder, illness or injury of managing and administering his own affairs;
- 10.4. resigns his office by notice to the Company; or
- 10.5. is absent without the permission of the Managing Director from all their meetings held within a period of six months and the Directors resolve that his office be

vacated.

11. Directors' appointments

- 11.1. Subject to the provisions of the Act, the Managing Director may appoint one or more of their number to the office of director or to any other executive office under the Company. Any such appointment may be made upon such terms as the Managing Director determines. Any appointment of a director to an executive office shall terminate if he ceases to be a director.

12. Proceedings of Directors

- 12.1. A director may validly participate in a meeting of the Directors through the medium of conference telephone or similar form of communication equipment if all persons participating in the meeting are able to hear and speak to each other throughout the meeting. A director participating in this way is deemed to be present in person at the meeting and is counted in the quorum and entitled to vote. All business transacted this way by the Directors is for the purposes of the articles deemed to be validly and effectively transacted at a meeting of the Directors although fewer than two Directors are physically present at the same place. The meeting is deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting then is.
- 12.2. Every director shall be given notice of a meeting, including any director who is for the time being absent from the United Kingdom. A director may waive notice of any meeting either prospectively or retrospectively. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman shall have a second or casting vote.
- 12.3. The quorum for the transaction of the business of the Directors shall be two unless there is a sole director, in which event the sole director shall constitute a quorum.
- 12.4. The Managing Director will be the chairman of their meetings but may at any time appoint or remove another director as chairman. Unless he is unwilling to do so, the director so appointed shall preside at every meeting of Directors at which he is present. But if there is no director holding that office, or if the director holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Managing Director or in his absence Directors present may appoint one of their number to be chairman of that meeting.
- 12.5. The Managing Director may appoint one or more sub-committees consisting of two or more Directors for the purpose of making any inquiry or supervising or performing any function or duty which in the opinion of the Directors would be more conveniently undertaken or carried out by a subcommittee, provided that all acts and proceedings of any such sub-committees shall be fully and promptly reported to the Directors.
- 12.6. All acts done by a meeting of Directors, or of a committee of Directors, shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and had been entitled to vote.

- 12.7. A resolution in writing, signed by all the Directors entitled to receive notice of a meeting of directors or of a committee of directors, shall be as valid and effective as if it had been passed at a meeting of directors or (as the case may be) a committee of directors duly convened and held. Such a resolution may consist of several documents in the same form, each signed by one or more of the Directors.

13. Secretary

- 13.1. Subject to the provisions of the Act, the secretary shall be appointed by the Managing Director for such term, at such remuneration (if not a director) and upon such conditions as they may think fit, and any secretary so appointed may be removed by them.

14. Notices

- 14.1. Notice of a meeting of the directors may be given to a director either personally or by word of mouth or in writing or by electronic communication, or by any other means authorised by the director concerned.
- 14.2. All or any of the members of the board or any committee of the board may participate in a meeting of the board or that committee by means of a conference telephone or other electronic communication equipment which allows all persons participating in the meeting to hear and speak to each other throughout the meeting. A director so participating shall be deemed to be present in person at the meeting and shall be entitled to vote and/or be counted in a quorum. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the chairman of the meeting is located.

15. Indemnity

- 15.1. Subject to the provisions of the Act every director or officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in that capacity in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

16. Rules

- 16.1. The Directors may from time to time make such rules or bye laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Company and for the purposes of prescribing classes of and conditions of membership.
- 16.2. The Company in general meeting shall have power to alter, add to or repeal the rules or bye laws and the Directors shall adopt such means as they think sufficient to bring to the notice of members of the Company all such rules or bye laws, which shall be binding on all members of the Company. Provided that no rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the memorandum or the articles.

Signatures, Names and Addresses of Subscribers

Daniel Harris
14c Turle Road
London
N4 3LZ

.....
For and on behalf of Daniel Harris

Dated

Witness to the above Signatures:

Name:

Address:

Occupation: