

File Copy



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company No. 8722408

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

THE ROBIN HOOD PROJECT

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 8th October 2013



N08722408I

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —

IN01(ef)

Application to register a company

Received for filing in Electronic Format on the: 07/10/2013



X2ΠOCEH

Company Name
in full: **THE ROBIN HOOD PROJECT**

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

Company Type: **Private limited by guarantee**

Situation of Registered Office: **England and Wales**

Proposed Register Office Address: **95 KNEETON ROAD EAST BRIDGFORD
NOTTINGHAM
ENGLAND
NG13 8PJ**

I wish to partially adopt the following model articles: **Private (Ltd by Guarantee)**

Company Director **1**

Type: **Person**

Full forename(s): **MR DAVID**

Surname: **WARD**

Former names:

Service Address: **95 KNEETON ROAD EAST BRIDGFORD
NOTTINGHAM
ENGLAND
NG13 8PJ**

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

Date of Birth: **01/02/1943**

Nationality: **BRITISH**

Occupation: **DIRECTOR**

Consented to Act: **Y**

Date authorised: **08/10/2013**

Authenticated: **YES**

Statement of Guarantee

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

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

Name: DAVID WARD

Address: 95 KNEETON ROAD EAST BRIDGFORD
 NOTTINGHAM
 ENGLAND
 NG13 8PJ

Amount Guaranteed: 1

Statement of Compliance

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

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

Agent's Name: **FORMATIONSHOUSE LTD**

Agent's Address: **29 HARLEY STREET
LONDON
ENGLAND
W1G 9QR**

Authorisation

Authoriser Designation: **agent**

Authenticated: **Yes**

Agent's Name: **FORMATIONSHOUSE LTD**

Agent's Address: **29 HARLEY STREET
LONDON
ENGLAND
W1G 9QR**

**MEMORANDUM OF ASSOCIATION A COMPANY
LIMITED BY GUARANTEE**

COMPANIES ACT 2006

**MEMORANDUM OF ASSOCIATION OF
THE ROBIN HOOD PROJECT**

We the subscribers to this memorandum of Association wish to be formed into a company
pursuant to this memorandum

Name of Subscribers

Name: David Ward

Date: 4th October 2013

**REGULATIONS FOR MANAGEMENT OF A COMPANY LIMITED BY
GUARANTEE
The Companies Act 2006.**

**ARTICLES OF ASSOCIATION OF
THE ROBIN HOOD PROJECT**

The articles hereinafter contained together with the model articles detailed in regulations of statutory instrument no: 3229 of 2008 schedule 2, subject to their exclusion or modification hereinafter expressed shall constitute the regulations of the company.

1. Charity, to help people and families in times of need.
2. The company is a charity whose objects are to accept donations of unwanted furniture & good quality re-usable, household items, from the general public and pass them on to families & individuals in times of need
3. Also to sell excess stock of used good quality furniture, beds, TV's, small electrical appliances and household items etc at affordable prices.

Non-profit distribution clause

4. The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Company and no member of its Committee shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company.

PROVIDED THAT nothing herein shall prevent any payment in good faith by the Company:-

- (a) of reasonable and proper remuneration to pay member, officer, employee or consultant of the Company not being a member of its Committee for any services rendered to the Company;
- (b) of interest on money lent by any member of the Company or of its Committee at a rate per year not exceeding 2 per cent less than the minimum lending rate for the time being by a clearing bank selected by that Committee or 3 per cent whichever is the greater;
- (c) of reasonable and proper rent for premises demised or let by any member of the Company or of its Committee;
- (d) of fees, remuneration or other benefit in money or money's worth to a company of which a member of the Committee may be a member holding not more than 1/100th part of the capital of that company;
- (e) to any member of the its Committee of out-of-pocket expenses.

5. Each member has one vote and the liability of the members is limited.
6. Every member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of debts and liabilities of the Company contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding one pound.

Dissolution Clause

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 given or transferred to some other charitable institution or institutions having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of Clause 3 hereof, such institution or institutions to be determined by the members of the Company at or before the time of dissolution, and is so far as effect cannot be given to such provision, then to some other charitable object.

REGULATIONS FOR MANAGEMENT OF A COMPANY LIMITED BY Guarantee
The Companies Act 2006.

ARTICLES OF ASSOCIATION OF
BIRMINGHAM INTERNATIONAL GROUP OF COLLEGES

The articles hereinafter contained together with the model articles detailed in regulations of statutory instrument no: 3229 of 2008 schedule 2, subject to their exclusion or modification hereinafter expressed shall constitute the regulations of the company.

2. The Company is established for the benefit of the public to promote the efficiency and effectiveness of education.
2. In furtherance of the said objects, but not further or otherwise, the Company shall have power:-
to do all such other lawful things as shall further the above objects or any of them, including the certification and legalisation of documents to promote educational standards.

Non-profit distribution clause

3. The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Company and no member of its Committee shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company.

PROVIDED THAT nothing herein shall prevent any payment in good faith by the Company:-

- (a) of reasonable and proper remuneration to pay member, officer, employee or consultant of the Company not being a member of its Committee for any services rendered to the Company;
- (b) of interest on money lent by any member of the Company or of its Committee at a rate per year not exceeding 2 per cent less than the minimum lending rate for the time being by a clearing bank selected by that Committee or 3 per cent whichever is the greater;
- (c) of reasonable and proper rent for premises demised or let by any member of the Company or of its Committee;
- (d) of fees, remuneration or other benefit in money or money's worth to a company of which a member of the Committee may be a member holding not more than 1/100th part of the capital of that company;
- (e) to any member of the its Committee of out-of-pocket expenses.

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