Company No. 10762047

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

WRITTEN RESOLUTION

of

BIRMINGHAM CHILDREN'S TRUST LIMITED

(the "**Company**")

Circulation Date 3 October 2018

Further to the written Special Resolution dated 14 September 2018 which approved:

(a) the conversion of the Company to a Community Interest Company named Birmingham Children's Trust Community Interest Company; and

(b) the amendment of the Company's articles of association to comply with the relevant requirements of the Company becoming a community interest company,

The Company is now informed that the Regulator of Community Interest Companies (the "CIC Regulator") has requested a minor amendment be made to these articles for the purpose of securing its approval to the abovementioned conversion. The amendment requested (i.e. to article 4.3) of these articles is set out in the revised articles appended to this Special Resolution.

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose the following Written Resolution as Special Resolution:

SPECIAL RESOLUTIONS

THAT pursuant to article 29 of the Company's articles of association, in particular article 29.2(d), the following changes shall be made to the articles of association of the Company:

1. The Company's articles of association shall be amended so as to comply with the amendments requested by the CIC Regulator and therefore, shall take the form of the articles of association attached to this resolution.

2. Authorise the re-submission of the relevant documents to the CIC Regulator with the requested amendment made to the articles to facilitate conversion of the Company to Community Interest Company.

WEDNESDAY

R7GQNXVL

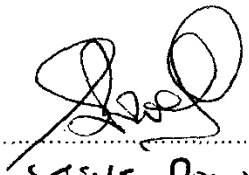
RC2 17/10/2018 #9

COMPANIES HOUSE

Classification: Confidential

Please read the Notes overleaf before signifying your agreement to the Written Resolution.

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, I, the undersigned, being the member of the Company who would have been entitled to vote on the resolution set out above on the Circulation Date stated above hereby irrevocably agree to the resolution as a Special Resolution:



STEVE POWELL

For and on behalf of Birmingham City Council

9/10/18

Date of Signature

Notes

1 If you agree to the proposed Written Resolution please sign and date this document overleaf on the dotted line where indicated and return it to the Company using one of the following methods, in each case by no later than 5pm on the date 28 days after the Circulation Date stated overleaf by hand, by electronic mail or by post to the Company's registered office.

2 If you do not agree to the Written Resolution you do not need to do anything. You will not be deemed to agree if you fail to reply.

3 The Written Resolution will lapse if the agreement of the required majority of eligible members is not received by the Company by 5pm on the date 28 days after the Circulation Date stated overleaf. If the Company does not receive this signed document from you by this date and time it will not be counted in determining whether the Written Resolution is passed.

4 The Written Resolution is passed on the date and time that the Company receives the agreement of the required majority of eligible members. The required majority for a Special Resolution is eligible members representing not less than 75% of the total voting rights of eligible members.

5 You may not revoke your agreement to the Written Resolution once you have signed and returned this document to the Company.

6 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.

Company Number: 10762047

The Companies Act 2006

COMMUNITY INTEREST COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

Birmingham Children's Trust Community Interest Company

Incorporated on 9 May 2017

Articles Amended and adopted by Special Resolutions passed on 14 SEPTEMBER 2018 **and** 9 OCTOBER 2018

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PART 1
DEFINED TERMS AND INTERPRETATION

1 EXCLUSION OF MODEL ARTICLES

1.1 No articles set out in any statute, or in any statutory instrument or other subordinate legislation made under statute, concerning companies (including any articles or regulations set out in the Companies (Model Articles) Regulations 2008 (SI 2008/3229)) shall apply as the articles of association of the Company and the following Articles shall exclusively be the articles of association of the Company.

2 DEFINED TERMS AND INTERPRETATION

2.1 In these Articles:

"Act"	means the Companies Act 2006 and, where the context requires, any provisions of the Companies Act 1985 for the time being in force;
"Additional Executive Director"	means an executive director of the Company, other than the Chief Executive, who is employed by the Company and appointed pursuant to Article 11.1(a) (*Appointment of Other Directors*);
"Articles"	means the Company's articles of association as set out in this document;
"Asset-Locked Body"	means (a) a community interest company (as defined in the Regulations), a charity (as defined by section 1(1) of the Charities Act 2011) or a Permitted Society; or (b) a body established outside the United Kingdom that is equivalent to either of those;
"Board"	means the board of Directors;
"Board Meeting"	means a meeting of the Board;
"Business"	has the meaning given in Article 7.1 (The Objects, Powers and the Business of the Company);

"Business Plan"	means the strategic business plan of the Company covering a period of three (3) consecutive Years (on a rolling basis) which shall be prepared by the Board and approved by the Members pursuant to Articles 8 (*The Business Plan*), 29.2(b) and 29.2(c) (*Reserved Matters Requiring Member Approval*) (as applicable);
"Chair"	means a Non-Executive Director appointed as chair of the Board in accordance with Article 10.1 (*Appointment of the Chair, Chief Executive and Council Director*);
"Chair Nominee"	has the meaning given in Article 12 (*Chair Nominee*);
"Chair of the Meeting"	has the meaning given in Article 35.2 (*Chairing General Meetings*);
"Chief Executive"	means the Chief Executive of the Company from time to time who shall be an Executive Director and shall be appointed pursuant to Article 10 (*Appointment of the Chair, Chief Executive and Council Director*);
"Conflict Situation"	has the meaning given in Article 21.1 (*Conflicts of Interest*);
"Council"	means Birmingham City Council of the Council House, Victoria Square, Birmingham, B1 1BB;
"Council Director"	means a Non-Executive Director appointed in accordance with Article 10 (*Appointment of the Chair, Chief Executive and Council Director*);
"Direction"	means the statutory direction dated 23 March 2018 (which came into force on 1 April 2018) issued by the Secretary of State for Education pursuant to his powers under section 497A(4B) of the Education Act 1996, as amended, supplemented or replaced by any subsequent statutory direction that the Secretary of State for Education may make from time to time;
"Directors"	means the Chair, Chief Executive, Additional Executive Directors, Independent Non-Executive Directors and Council Director, and **"Director"** means any one of

them;

"Electronic Form"	has the meaning given in section 1168 of the Act;
"Eligible Directors"	has the meaning given in Article 19.3 (*Decisions without a Meeting/Unanimous Decisions*);
"Executive Directors"	means the Chief Executive and the Additional Executive Directors;
"Executive Management Team"	means the senior management team of the Company who shall be employed by the Company and shall comprise the Executive Directors;
"Independent Non-Executive Director"	means a Non-Executive Director (other than the Chair and Council Director) appointed in accordance with Article 11 (*Appointment of Other Directors*) and who shall not be an officer, elected member or an employee (as applicable) of the Company or a Member;
"Interested Directors"	has the meaning given in Article 22.2(b) (*Authorisation of a Conflict Situation*);
"Member"	a member of the Company pursuant to section 112 of the Act;
"Non-Executive Director"	means any Director of the Company other than an Executive Director;
"Ordinary Resolution"	has the meaning given in section 282 of the Act;
"Participate"	in relation to the Board has the meaning given in Article 16.1 (*Participation in Board Meetings*);
"Permitted Causes"	has the meaning given in Article 21.5 (*Conflicts of Interest*);
"Permitted Society"	means a Registered Society which has a restriction on the use of its assets in accordance with regulation 4 of the Community Benefit Societies (Restriction on Use of Assets) Regulations 2006 or Regulation 4 of the Community Benefit Societies (Restriction on Use of Assets) Regulations (Northern Ireland) 2006;

"Proxy Notice"	has the meaning given in Article 41.1 (*Content of Proxy Notices*);
"Registered Society"	means: (a) a "registered society" within the meaning given by section 1(1) of the Co-operative and Community Benefit Societies Act 2014; or (b) a society registered or deemed to be registered under the Industrial and Provident Societies Act (Northern Ireland) 1969;
"Regulations"	means the Community Interest Company Regulations 2005 (*SI 2005/1788*);
"Regulator"	means the Regulator of Community Interest Companies;
"Relevant Director"	has the meaning given in Articles 48.3 (*Indemnity*) and 49.2(a) (*Insurance*) (as the context requires);
"Relevant Loss"	has the meaning given in Article 49.2(b) (*Insurance*);
"Service Delivery" Contract"	means the contract dated 29 March 2018 (and effective from 1 April 2018) between the Company and the Council relating to the provision of the Services by the Company;
"Services"	means the specified children's social care services that the Company will provide pursuant to the Service Delivery Contract;
"Special Resolution"	has the meaning given in section 283 of the Act;
"Specified"	means specified in the memorandum or the Articles of the Company for the purposes of Article 5 (*Asset Lock*);
"Transfer"	includes every description of disposition, payment, release or distribution, and the creation or extinction of an estate or interest in, or right over, any property;
"Working Day"	means any day save for Saturday, Sunday and a public holiday in England;

"Writing"	means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise, and the term "**Written**" shall be construed accordingly; and
"Year"	means each period of twelve (12) months beginning on 1 April and ending on 31 March.

2.2 In these Articles, unless the context otherwise requires:

(a) words in the singular include the plural and vice versa and words importing a gender includes the other gender and the neuter;

(b) references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity;

(c) statute or statutory provision includes any order, regulation, instrument or other subordinate legislation made under it for the time being in force, and any reference to a statute, statutory provision, order, regulation, instrument or other subordinate legislation includes any amendment, extension, consolidation, re-enactment or replacement of it for the time being in force;

(d) unless otherwise defined herein, other words or expressions defined in the Act shall bear the same meanings when used in these Articles;

(e) a reference in these Articles to an "**Article**" is, unless otherwise specified, a reference to the relevant article within these Articles;

(f) any reference in these Articles to the term "**Community**" shall be construed in accordance with section 35(5) of the Companies (Audit, Investigations and Community Enterprise) Act 2004;

(g) any phrase introduced by the terms "**include**", "**including**", "**in particular**" or any similar expression shall be construed as illustrative and shall not limit the generality of the words and/or examples that follow such terms; and

(h) headings used in these Articles are for ease of reference only and shall not affect the interpretation or construction of these Articles.

PART 2

ASSET LOCK & ASSOCIATED MATTERS

3 COMMUNITY INTEREST COMPANY AND NOT FOR PROFIT

3.1 The Company is a community interest company (limited by guarantee) and is not established or conducted for private gain.

3.2 Subject to the Articles (in particular Article 5 (*Asset Lock*)), any surpluses or assets of the Company shall be used principally for the benefit of the Community.

4 NO DISTRIBUTIONS

4.1 Subject to Articles 4.2, 4.3 and 5 (*Asset Lock*), the income and property of the Company shall be applied solely towards the promotion of its objects and Business as set out at Article 7 (*The Objects, Powers and Business of the Company*) and no part of such property and income may be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to the Members.

4.2 Nothing in this Article 4 prevents any payment in good faith by the Company:

(a) of reasonable remuneration to any Member who is an officer or employee of the Company or who otherwise provides any services to the Company;

(b) of interest on money lent by the Member to the Company at a reasonable and proper rate per annum;

(c) of reasonable rent for premises demised or let by any Member to the Company;

(d) of fees, remuneration or other benefit in money or money's worth to any company of which the Member may also be a member holding not more than one per cent (1%) of the issued share capital of that company;

(e) to any Director of properly incurred expenses in connection with their attendance at meetings of the Board or of any committee appointed pursuant to Article 23 (*Board's Power to Delegate*), general meetings, or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company;

(f) remuneration of a Director as permitted by these Articles;

(g) of any premium in respect of any such insurance as is permitted by Article 49 (*Insurance*).

4.3 Subject to Article 5 (*Asset Lock*), 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 to any Member, but shall be given or transferred to:

(a) a body or bodies 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 by virtue of this Article 4; or

(b) if and so far as effect cannot be given to the provisions of Article 4.3(a), then to a body or bodies the objects of which are the promotion of charity and anything incidental or conducive thereto,

such body or bodies to be determined by the Member (in consultation with the Regulator) at or before the time of dissolution (whether or not a recipient body is a Member).

5 ASSET LOCK

5.1 Subject to Article 5.2, the Company shall not Transfer any of its assets other than for full consideration.

5.2 Provided the conditions in Article 5.3 are satisfied, Article 5.1 shall not apply to:

(a) the Transfer of assets to any Specified Asset-Locked Body, or (with the consent of the Regulator) to any other Asset-Locked Body; and

(b) the Transfer of assets made for the benefit of the Community other than by way of a Transfer of assets into an Asset-Locked Body.

5.3 The conditions are that the Transfer of assets must comply with any restrictions on the Transfer of assets for less than full consideration which may be set out elsewhere in the memorandum and Articles of the Company.

6 LIABILITY OF MEMBERS

6.1 The liability of each Member is limited to one pound (£1), being the amount that the Member undertakes to contribute to the assets of the Company in the event of it being wound up while he is a Member or within one year after he ceases to be a Member, for:

(a) payment of the Company's debts and liabilities contracted before he ceased to be a Member;

(b) payment of the costs, charges and expenses of winding up; and

(c) adjustment of the rights of the contributories among themselves.

PART 3
THE COMPANY'S BUSINESS

7 THE OBJECTS, POWERS AND THE BUSINESS OF THE COMPANY

7.1 The objects of the Company are to provide social care, youth offending and other related services and support to children, young people and their families for the advancement of the community, and in particular:

(a) to provide high quality and coordinated services in connection with children, young people and their families, including in relation to children's safeguarding, children in care and at the edge of care, children leaving care and adoption and fostering services;

(b) to innovate and to secure improvements in the quality and effectiveness of the services provided to children, young people and their families in respect of social care, family support and youth offending services;

(c) to advance and promote social care, family support and youth offending services available to children, young people and their families;

(d) to work collaboratively with other agencies to identify the individual social care needs of children and young people and to establish suitable arrangements to prepare for and meet such needs;

(e) to make a positive and effective contribution to multi-agency early intervention support for children, young people and their families to avoid the need for more intensive social care support;

(f) to ensure that effective care planning and appropriate intervention is in place which protects children from harm, reduces the need for children to be in care unless absolutely necessary, and supports those in care;

(g) to establish and operate arrangements based on best practice and innovation and to work in partnership with all agencies involved with children, young people and their families to encourage and support children and young people to achieve positive outcomes; and

(h) to establish, promote and encourage the development of collaborative working arrangements between individuals and organisations in the field of information, advice, guidance and support to deliver high standards of social care, family support and youth offending services to children and young people,

such objects being the business of the Company (the "**Business**").

7.2 The Company may do all such lawful things as may further and/or promote the Company's objects set out in Article 7.1 (or any of them) and/or the Business.

7.3 Taking the Direction into account, and pursuant to the terms of the Service Delivery Contract, the Member has entrusted the Company to carry on the Business.

8 THE BUSINESS PLAN

8.1 On or before 30 June 2018 the Company shall prepare and submit for approval by the Members a draft Business Plan for the three (3) Years starting on 1 April 2018.

8.2 In respect of each subsequent Year (the first such Year being that starting on 1 April 2019), no later than 31 March in the immediately preceding Year (by way of example 31 March 2019 in respect of the Year commencing 1 April 2019), the Company shall prepare and submit a draft Business Plan for approval by the Members.

8.3 The content of each Business Plan shall, among other things, include relevant information under each of the following headings:

(a) introduction;

(b) strategic framework;

(c) working with partners;

(d) priorities and objectives; and

(e) financial plans.

8.4 A Business Plan may be varied in-Year with the approval of the Members (where applicable) pursuant to Article 29 (*Reserved Matters Requiring Member Approval*).

8.5 The Board shall be responsible for securing the Members' approval of any draft Business Plan and, once such approval is obtained, the same shall become the Business Plan.

8.6 The Board shall conduct the Company's Business in accordance with the terms of the Business Plan.

8.7 The Company shall not enter into any transaction, agreement or contract unless it is in accordance with the Business Plan (but this does not necessarily mean that the relevant transaction, agreement or contract has to have been actually specified in the Business Plan).

PART 4
DIRECTORS

DIRECTORS' POWERS, RESPONSIBILITIES AND BOARD APPOINTMENTS

9 MANAGEMENT OF THE COMPANY AND DIRECTOR APPOINTMENTS

9.1 Subject to the matters reserved to the Members for approval pursuant to Article 29 (*Reserved Matters Requiring Member Approval*) and any other rights conferred on the Members pursuant to these Articles or the Act, the Directors have control over the affairs and the property of the Company and shall be responsible for the overall direction, supervision and management of the Business and the affairs of the Company, for which purposes they may exercise (and have full authority to exercise) any and all of the powers of the Company.

9.2 The Board shall comprise the following Directors:

(a) a Chair, Chief Executive and one (1) Council Director appointed by the Members in accordance with Article 10 (*Appointment of the Chair, Chief Executive and Council Director*);

(b) up to three (3) Additional Executive Directors appointed by the Board in accordance with Article 11 (*Appointment of Other Directors*); and

(c) up to five (5) Independent Non-Executive Directors appointed by the Board in accordance with Article 11 (*Appointment of Other Directors*).

9.3 If the total number of Directors for the time being is less than the quorum required pursuant to Article 14 (*Quorum for Board Meetings*), the Board shall not take any decision other than:

(a) where the appointment of any Director (other than the Chair or the Chief Executive) is necessary in order to satisfy the quorum requirements pursuant to Article 14 (*Quorum for Board Meetings*), a decision to appoint further Directors (not being the Chair or the Chief Executive) in accordance with Article 11 (*Appointment of Other Directors*) for this purpose; and/or

(b) where the appointment of the Chair and/or the Chief Executive is necessary in order to satisfy the quorum requirements pursuant to Article 14 (*Quorum for Board Meetings*), a decision to either:

(i) call a general meeting; or

(ii) propose and circulate a written resolution for approval by the Members for the purposes of Article 44 (*Member Written Resolutions*),

so as to enable the Members to appoint such persons pursuant to Article 10 (*Appointment of the Chair, Chief Executive and Council Director*) for this purpose.

9.4 An Executive Director shall be an employee of the Company and a member of the Executive Management Team and shall not be entitled to any payment or remuneration from the Company, save as provided for in his or her contract of employment with the Company.

9.5 A Non-Executive Director shall not be entitled to any payment or remuneration from the Company, save as provided for in his or her terms of engagement with the Company.

10 APPOINTMENT OF THE CHAIR, CHIEF EXECUTIVE AND COUNCIL DIRECTOR

10.1 Subject to these Articles (in particular Article 10.2), the Members may by Ordinary Resolution with effect from the date specified in the resolution or by notice in Writing to the Company with effect from the receipt by the Company of the notice or, if later, on the date specified in the notice:

(a) appoint any person as the Chair on such terms as the Member may determine provided that person is willing to act and is permitted by law to do so;

(b) appoint any person as the Chief Executive on such terms as the Member may determine provided that person is willing to act and is permitted by law to do so;

(c) appoint any person as the Council Director as the Member may determine provided that the person is willing to act and is permitted by law to do so; and/or

(d) remove the Chair, Chief Executive and/or the Council Director (as applicable) from office.

10.2 The Members shall consult with the Board prior to any appointment or removal of the Chair, the Chief Executive and/or the Council Director pursuant to Article 10.1 and shall consider any representations made by the Board in relation to any such appointment or removal.

11 APPOINTMENT OF OTHER DIRECTORS

11.1 The Board may:

(a) appoint any person as an Additional Executive Director and/or an Independent Non-Executive Director (as applicable), in either case on such terms as the Board may determine provided that person is willing to act and is permitted by law to do so; and/or

(b) remove any Additional Executive Director and/or Independent Non-Executive Director (as applicable) from office.

12 CHAIR NOMINEE

12.1 The Chair may at any time appoint one of the Independent Non-Executive Directors as his or her nominee (the "**Chair Nominee**") to chair any Board meetings and/or general meetings of the Company that the Chair is unable to attend. The Chair may at any time remove a Chair Nominee from such appointment.

12.2 Any appointment or removal of a Chair Nominee must be effected by notice in Writing to the Company signed by the Chair, or in any other manner approved by the Board.

12.3 If the Chair is removed by the Member in accordance with Article 10 (*Appointment of Chair, Chief Executive and Council Director*), then the Member shall have the right to remove any Chair Nominee appointed by that Chair, with that removal being effected by notice in Writing to the Company.

13 TERMINATION OF APPOINTMENT

13.1 A Director's term of office under Articles 10 (*Appointment of the Chair, Chief Executive and Council Director)* and 11 (*Appointment of Other Directors)* shall end before its appointed expiry date if that person dies or upon the occurrence of any of the following events:

(a) in the case of any Director, that person ceases to be a director by virtue of any provision of the Act or is prohibited from being a company director by law;

(b) in the case of any Director, a bankruptcy order is made against them;

(c) in the case of any Director, a composition is made with that person's creditors generally in satisfaction of their debts;

(d) in the case of any Director, a registered medical practitioner who is treating that person gives a Written opinion to the Company stating that that person has become physically or mentally incapable of acting as a company director and may remain so for more than three (3) months;

(e) in the case of any Director other than the Chair and/or the Chief Executive (as applicable), that person is convicted of an offence and the Board resolves that it is undesirable in the interests of the Company that he or she remains a Director of the Company;

(f) in the case of any Non-Executive Director, Written notification is received by the Company from that person that he or she is resigning from office, and such

resignation shall take effect not less than one (1) month from the date of receipt by the Company of such Written notification;

(g) in the case of any Executive Director, he or she has resigned as an employee of the Company or their contract of employment has terminated for any reason and such resignation or termination has taken effect in accordance with the terms of his or her contract of employment with the Company;

(h) in the case of any Director other than the Chair and/or the Chief Executive (as applicable), that person is absent from meetings of the Board for more than six (6) consecutive months without the permission of the Board and the Board resolves to vacate that person's office; or

(i) in the case of any Director, that person is removed from office in accordance with Articles 10 (*Appointment of the Chair, Chief Executive and Council Director*) and/or 11 (*Appointment of Other Directors*) (as applicable).

DECISION-MAKING BY DIRECTORS

14 QUORUM FOR BOARD MEETINGS

14.1 At Board Meetings, unless a quorum is present and Participating, subject to Article 9.3 (*Management of the Company and Director Appointments*) no proposal is to be voted on, except a proposal to call another Board Meeting.

14.2 Subject to Article 9.3 (*Management of the Company and Director Appointments*), the quorum shall be four (4) Directors, of whom:

(a) one shall be the Chair;

(b) one shall be an Executive Director; and

(c) two shall be Independent Non-Executive Directors.

15 CALLING A BOARD MEETING

15.1 Board Meetings shall take place at least four (4) times each year with a period of not more than four (4) consecutive months between any two (2) meetings.

15.2 Any Director may call a Board Meeting by giving notice of the meeting to the Directors or by authorising the company secretary (if any) to give such notice.

15.3 Except as set out in Article 15.4, a notice of any Board Meeting must be given in Writing to each Director and indicate:

(a) its proposed date and time;

(b) where it is to take place; and

(c) if it is anticipated that the Directors Participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the Board Meeting.

15.4 Notice of a Board Meeting need not be given to a Director who:

(a) is absent from the United Kingdom on the date on which such notice is given if that Director has not furnished the Company with an address for sending or receiving documents or information by electronic means to or from that Director outside the United Kingdom; or

(b) waives their entitlement to notice of that meeting, by giving notice to that effect to the Company either before or after (but in any event not more than seven (7) days after) the date on which the meeting is held. Where such notice is given by the relevant Director after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

16 PARTICIPATION IN BOARD MEETINGS

16.1 Subject to these Articles, Directors "**Participate**" in a Board Meeting, or part of a Board Meeting, when:

(a) the meeting has been called and takes place in accordance with these Articles; and

(b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

16.2 In determining whether Directors are Participating in a Board Meeting, it is irrelevant where any Director is or how they communicate with each other.

16.3 If all the Directors Participating in a Board Meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

16.4 Subject to these Articles, the Directors may regulate their meetings as they see fit and any Director or other person may Participate in a Board Meeting by means of telephone, video conference or any similar type of communication whereby all persons Participating can hear each other and any person Participating in the Board Meeting in this manner shall be deemed to be present in person at that meeting.

17 CHAIRING BOARD MEETINGS

17.1 Any Board Meeting shall be chaired either:

(a) by the Chair if he or she is present and willing to do so; or

(b) if the Chair is not present within ten (10) minutes of the time at which a meeting was due to start or is unwilling to chair the meeting, by the Chair Nominee, if he or she is present and willing to do so.

17.2 If the Chair Nominee is chairing the Board Meeting in accordance with Article 17.1, then for the purposes of:

(a) the quorum requirement in Article 14.2 (*Quorum for Board Meetings*); and

(b) the casting vote provision in Article 18.4 (*Directors to take Decisions Collectively*),

the Chair Nominee shall be deemed to be the Chair for the purposes of that meeting.

18 DIRECTORS TO TAKE DECISIONS COLLECTIVELY

18.1 The general rule about decision-making by Directors is that any decision of the Board must be either a decision taken by a majority of the Eligible Directors at a Board Meeting or a decision taken in accordance with Article 19 (*Decisions without a Meeting/Unanimous Decisions*).

18.2 Subject to Article 18.1, questions arising at a Board Meeting shall be decided by a majority of votes.

18.3 Subject to Article 18.4, in all proceedings of Directors each Director must not have more than one (1) vote.

18.4 Without prejudice to Article 18.3, in the case of an equality of votes the Chair shall have a second or casting vote.

19 DECISIONS WITHOUT A MEETING/UNANIMOUS DECISIONS

19.1 A decision of the Board is taken in accordance with this Article 19 when all Eligible Directors indicate to each other by any means that they share a common view on a matter.

19.2 Such a decision may take the form of a resolution in Writing, copies of which have been signed by each Eligible Director (whether or not each signs the same document) or to which each Eligible Director has otherwise indicated agreement in Writing.

19.3 References in these Articles to "**Eligible Directors**" are to Directors who would have been entitled to vote on the matter pursuant to these Articles had it been proposed as a resolution at a Board Meeting (but excluding any Director whose vote is not to be counted in respect of that particular matter).

19.4 A decision may not be taken in accordance with this Article 19 if the Eligible Directors would not have formed a quorum at such a Board Meeting.

20 RECORDS OF DECISIONS TO BE KEPT

20.1 The Directors must ensure that the Company keeps a record, in Writing, for at least ten (10) years from the date that the decision is made and recorded (however such decision is made, whether by electronic means or otherwise), of every unanimous or majority decision taken by the Board.

21 CONFLICTS OF INTEREST

21.1 In accordance with section 175 of the Act, a Director must avoid a situation in which he/she has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company (a "**Conflict Situation**").

21.2 However, this duty is not infringed:

(a) if the situation cannot reasonably be regarded as likely to give rise to a Conflict Situation; or

(b) if the matter has been authorised by the Board pursuant to Article 22 (*Authorisation of a Conflict Situation*); or

(c) if the Conflict Situation arises from a Permitted Cause.

21.3 Subject to the provisions of the Act and to any terms imposed by the Board and/or to any policies or procedures dealing with conflicts of interest which are from time to time approved by the Board and provided that (if required to do so by the Act) he or she has declared the Conflict Situation to the Board, and provided that (if required) the Conflict Situation has been authorised by the Board under Article 22 (*Authorisation of a Conflict Situation*), a Director, notwithstanding his or her office:

(a) shall be counted in the quorum for and shall be entitled to vote at any Board Meeting in relation to:

(i) any proposed or existing contract, transaction or arrangement with the Company in which he is interested; and/or

(ii) any resolution relating to a matter authorised by the Board under Article 22 (*Authorisation of a Conflict Situation*);

(b) may be a party to or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;

(c) may be a director or other officer or an employee of, or a party to any transaction or arrangement with, or otherwise interested in, any subsidiary of the Company or body corporate in which the Company is interested;

(d) is not accountable to the Company for any remuneration or other benefits which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no transaction or arrangement is liable to be avoided on the ground of any such remuneration, benefit or interest; and

(e) may, where he or she reasonably believes that any actual or potential conflict of interest arising out of a Permitted Cause or any matter authorised by the Board under Article 22 (*Authorisation of a Conflict Situation*) exists:

(i) absent himself or herself from any Board Meeting (or part of any Board Meeting) at which any such matter or interest will or may be discussed; and/or

(ii) make arrangements not to receive or review documents or information relating to any such matter or interest and/or for such documents or information relating to any such matter or interest to be received and reviewed by a professional adviser.

21.4 As regards the treatment of any confidential information arising from any Permitted Cause or matter authorised by the Board under Article 22 (*Authorisation of a Conflict Situation*), a director shall:

(a) be under a duty of confidentiality to the Company with respect to any information which he or she obtains or has obtained as a Director which is of a confidential nature, unless he or she has obtained permission from the Board to disclose such information and, in this scenario, the relevant Director shall be obliged to comply with any policies and procedures adopted by the Company regarding the management of any conflict of interest arising out of his or her duty of confidentiality to the Company; and

(b) where he or she obtains (otherwise than through his or her position as a Director) information that is confidential to a third party, not be obliged to disclose that information to the Company, or to use or apply the information in relation to the Company's affairs, where to do so would amount to a breach of that confidence and, in such circumstances, the relevant Director shall be obliged to comply with any policies and procedures adopted by the Company regarding the management of any conflict of interest arising out of his or her duties of confidentiality to a third party.

21.5 For the purposes of this Article 21, the following are "**Permitted Causes**":

(a) a guarantee given, or to be given, by or to a Director in respect of an obligation incurred by or on behalf of the Company or any of its subsidiaries;

(b) subscription, or an agreement to subscribe, for securities of the Company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such securities;

(c) arrangements pursuant to which benefits are made available to employees and Directors or former employees and directors of the Company or any of its subsidiaries which do not provide special benefits for Directors or former directors; and

(d) in respect of the Council Director, being an officer, elected member or employee of a Member or otherwise engaged by that Member.

22 AUTHORISATION OF A CONFLICT SITUATION

22.1 The Board shall, for the purposes of section 175 of the Act, have the power to authorise, in accordance with section 175 of the Act, any Conflict Situation.

22.2 For Board authorisation of a Conflict Situation under this Article 22 to be effective:

(a) the matter in question must have been proposed in Writing for consideration at the Board Meeting in line with the normal procedures for such meetings or in any other way the Board may decide;

(b) any quorum requirement at the Board Meeting when the matter is considered must be met without counting any Directors who are or could be subject to the Conflict Situation ("**Interested Directors**"); and

(c) the matter must be agreed without the Interested Directors voting, or would have been agreed if the votes of the Interested Directors had not been counted.

22.3 Any Conflict Situation authorised under this Article 22 will include any existing or potential conflict of interest which it is reasonable to expect will arise out of the authorised matter.

22.4 Any authorisation of a Conflict Situation under this Article 22 will be subject to any conditions or limitations that the Board (other than the Interested Directors) decides. The Board (other than the Interested Directors) can decide the conditions or limitations at the time authorisation is given (or later) and can end them at any time. A Director must comply with any obligations imposed on him after a Conflict Situation has been authorised.

22.5 A Director does not have to hand over to the Company any benefit he or she receives (or a person connected with him or her receives) as a result of any Conflict Situation authorised under this Article 22. No contract, transaction or arrangement of the type authorised under this Article 22 can be set aside because of any such interest or benefit.

23 BOARD'S POWER TO DELEGATE

23.1 Subject to these Articles, the Board may delegate any of the powers which are conferred on them under these Articles:

(a) to such person (whether a Director or not) or committee;

(b) by such means (including by power of attorney);

(c) to such an extent;

(d) in relation to such matters or territories; and

(e) on such terms and conditions;

as it thinks fit.

23.2 The power to delegate shall be effective in relation to the powers, authorities and discretions of the Board generally and shall not be limited by the fact that in certain of these Articles, but not in others, express reference is made to particular powers, authorities or discretions being exercised by the Board or by a committee authorised by the Board.

23.3 If the Board so specifies, any such delegation may authorise further delegation of the Board's powers by any person to whom they are delegated.

23.4 The Board may revoke any delegation in whole or part, or alter its terms and conditions.

24 COMMITTEES

24.1 Any member of a committee must be a Director, although persons permitted by the Directors (and who are not Directors themselves) may participate in proceedings of a committee in a supporting role to the Directors.

24.2 Committees to which the Board delegates any of its powers must follow procedures which are based as far as they are applicable on those provisions of these Articles which govern the taking of decisions by the Board.

24.3 All proceedings of every committee must be reported promptly to the Board.

24.4 In accordance with Article 25 (*Rules*), the Board may make rules of procedure for all or any committees, which prevail over rules derived from these Articles if they are not consistent with them.

25 RULES

25.1 The Directors may make such rules as they consider necessary or convenient for the proper conduct and management of the Company. In particular, and without prejudice to the generality of the foregoing, the Directors may make rules regulating:

(a) the setting aside of the whole or any part or parts of the Company's premises at any particular time or times or for any particular purpose or purposes;

(b) the procedure at general meetings and Board Meetings and meetings of committees of the Company (in so far as such procedure is not governed by these Articles); and

(c) any and all other matters as are commonly the subject matter of company rules.

25.2 Nothing in Article 25.1 shall entitle the Directors to make any rules regarding any rights or obligations of the Members without the consent of the Members.

25.3 The Directors must adopt such means as they consider sufficient to bring to the notice of the Members all rules made under this Article 25.

25.4 Any rules made by the Directors under this Article 25 will be valid and binding as against all Members for so long as such rules are in force.

25.5 Nothing in this Article 25 permits the Directors to make any rules which are inconsistent with or affect or repeal anything in these Articles or in any resolution passed by Members or agreement to which Chapter 3 of Part 3 of the Act applies.

26 SECRETARY

26.1 The Directors may appoint a secretary to the Company for such period, for such remuneration and upon such conditions as they think fit; and any secretary so appointed by the Directors may be removed by them.

PART 5
MEMBERS

BECOMING AND CEASING TO BE A MEMBER

27 BECOMING A MEMBER

27.1 The subscribers to the memorandum are the first members of the Company.

27.2 Such other persons as are admitted to the membership in accordance with these Articles shall be members of the Company.

27.3 Subject always to Articles 29.1 and 29.2(a) (*Reserved Matters requiring Member Approval*), no person shall be admitted as a Member unless he is approved by the Board.

27.4 Every person who wishes to become a Member shall deliver to the Company an application for membership in such form (and containing such information) as the Directors' require and executed by him.

27.5 On the date these Articles become binding on the Company, the Council shall be the sole Member and references in these Articles to the "Members" shall be construed accordingly.

28 TERMINATION OF MEMBERSHIP

28.1 Membership is not transferable to anyone else.

28.2 Membership is terminated if:

(a) the Member dies or ceases to exist; or

(b) otherwise in accordance with these Articles.

28.3 A Member may withdraw from membership of the Company by giving at least three (3) month's notice to the Company in Writing.

MEMBERS' RESERVED MATTERS

29 RESERVED MATTERS REQUIRING MEMBER APPROVAL

29.1 Without prejudice to any other matter that expressly requires a Member's resolution or approval under the Act or these Articles, neither the Company nor the Board shall pass any resolution or take any action in respect of the matters set out in Article 29.2 unless the prior Written approval of the Members has been obtained.

29.2 The matters that require prior Member approval pursuant to Article 29.1 are:

(a) any change to the membership of the Company;

(b) the annual approval of the Business Plan and any in-Year variation to the Business Plan;

(c) any amendments to the Business Plan following its approval pursuant to Article 29.2(b), where such amendments:

(i) are inconsistent with the Business of the Company;

(ii) would result in material expenditure by the Company that was not anticipated in the Business Plan that was approved pursuant to Article 29.2(b); or

(iii) would result in the activities being carried out by the Company in respect of tasks that have not been entrusted to it by the Members pursuant to Article 7 (*The Objects, Powers and Business of the Company*) exceeding the percentage of such activities permitted pursuant to Regulation 12(1)(b) of the Public Contracts Regulations 2015;

(d) any changes/amendments to the Articles;

(e) the voluntary winding up of the Company (save where the Company is insolvent or any action is necessary by the Directors in order to comply with their statutory duties or to avoid potential civil or criminal liability);

(f) the entering into by the Company of any new third party contracts for the provision of services by the Company to third parties which are outside the scope of the Service Delivery Contract and which have a value in excess of one million pounds (£1,000,000) per year;

(g) the entering into by the Company of any other contractual arrangement with the Council for the provision of other services to the Council following the service commencement date of the Service Delivery Contract (unless otherwise expressly provided for in the Service Delivery Contract);

(h) any proposal by the Company to form or procure the formation of any other legal entity or undertaking in respect of which the Company would be a member, shareholder or hold any analogous position in any jurisdiction;

(i) the entering into by the Company of any partnership or joint venture;

(j) the Company giving any guarantee, suretyship or indemnity outside the ordinary course of its business to secure the liabilities of any person or assume the obligations of any person (other than the Company or a wholly owned subsidiary of the Company);

(k) the Company acquiring, or agreeing to acquire, any freehold or leasehold interest in or licence over land except where the Member is the seller, lessor or licensor (as applicable) of the land in question, in which case Member approval pursuant to this Article 29 shall not be required;

(l) the entering by the Company of any contract(s) with a single organisation which:

(i) cannot be terminated voluntarily by the Company in accordance with the contractual terms on twelve (12) months' notice or less; and

(ii) where the liability for the Company in respect of such termination is in excess of one million pounds (£1,000,000);

(m) the Company creating any encumbrance over the whole or a significant part of its undertaking or assets;

(n) the Company commencing, settling or defending any significant claim, proceedings or other litigation brought by or against it, except where they are a part of the Company's ordinary course of business and/or operations and to the extent that any settlement or determination in respect of such claims proceedings or other litigation is reasonably likely to exceed one million pounds (£1,000,000); and

(p) the Company making any agreement with any revenue authorities or any other tax authority, or make any claim, disclaimer, election or consent of a material nature for tax purposes in relation to the Company, its operations, assets or undertaking.

29.3 The Board shall provide the Members with as much notice as possible of any matter which requires prior Written approval from the Member pursuant to Article 29.1, having regard to the decision-making procedures and restrictions applying to the Members.

ORGANISATION OF GENERAL MEETINGS

30 CALLING GENERAL MEETINGS

30.1 The Board may at any time call a general meeting on not less than fourteen (14) clear days' notice, unless ninety per cent (90%) of the Members having a right to attend and vote at the general meeting agree that the general meeting in question can be called on shorter notice, in which case, that general meeting may be called on that shorter period of notice.

30.2 Subject to Article 30.1, the Board shall call a general meeting on not less than twenty-eight (28) days' notice within twenty-one (21) days of receiving requests to do so from at least the required percentage of Members in accordance with the Act. For these purposes, the required percentage is Members who represent at least five per cent (5%) of the total voting rights of all the Members having a right to vote at general meetings.

30.3 Where "special notice" is required for the purposes of a resolution to remove a Director pursuant to the Act or to appoint somebody instead of a Director so removed at the meeting at which he is removed, at least twenty-eight (28) days' notice must be given prior to the date of the meeting at which the resolution is to be moved, otherwise the resolution is not effective.

31 NOTICE OF GENERAL MEETING

31.1 Notice of a general meeting shall be given in hard copy form, in Electronic Form or by means of a website, provided that the Company complies with any requirements relating to the giving of notice laid down in the Act.

31.2 Notice of a general meeting shall be sent to every Member, every Director and any other person required by law to be sent such notice.

31.3 Notice of a general meeting shall:

(a) state the time, date and place of the meeting;

(b) specify the general nature of the business to be dealt with at the meeting and set out the text of any Special Resolution to be voted upon at the meeting; and

(c) be accompanied by a proxy form.

31.4 The accidental omission to give notice of a general meeting to, or the non-receipt of notice by, any person entitled to receive the notice; or a technical defect in the timing or manner of giving such notice of which the Board is unaware shall not invalidate the proceedings of that meeting.

32 ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

32.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, at any time during the meeting, any information or opinions which that person has on the business of the meeting.

32.2 A person is able to exercise the right to vote at a general meeting when:

(a) that person is able to vote, at any time during the meeting, on resolutions put to the vote at the meeting; and

(b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

32.3 A person who is not a member of the Company shall not have any right to vote at a general meeting of the Company; but this is without prejudice to any right to vote on a resolution affecting the rights attached to a class of the Company's debentures.

32.4 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

32.5 In determining attendance at a general meeting, it is immaterial whether any two (2) or more Members attending it are in the same place as each other.

32.6 Two (2) or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

33 QUORUM FOR GENERAL MEETINGS

33.1 If and for so long as the Company has one (1) Member only who is entitled to vote on the business to be transacted at a general meeting, that Member present at the meeting in person or by proxy or, in the event that the Member is a corporation, by corporate representative, is a quorum.

33.2 If and for so long as the Company has two (2) or more Members entitled to vote on the business to be transacted at a general meeting, two (2) of such Members, each of whom is present at the meeting in person or by proxy or, in the event that any Member present is a corporation, by corporate representative, are a quorum.

34 ADJOURNMENT

34.1 If within fifteen (15) minutes from the time appointed for the holding of a general meeting a quorum is not present, the meeting will be adjourned to such other date and at such time as the Chair may determine. If at such adjourned meeting, a quorum is not present within fifteen (15) minutes from the time appointed for holding the meeting, the members of the Company present in person or though their authorised representatives or by proxy shall be a quorum.

35 CHAIRING GENERAL MEETINGS

35.1 General meetings shall be chaired:

(a) by the Chair if he or she is present and willing to do so; or

(b) if the Chair is not present within ten (10) minutes of the time at which a meeting was due to start or is unwilling to chair the meeting, by the Chair Nominee, if he or she is present and willing to do so; or

(c) if the Chair Nominee is not present within ten (10) minutes of the time at which a meeting was due to start or is unwilling to chair the meeting, by a Non-Executive Director appointed by the Directors present to chair the meeting and the appointment of the chair of the meeting must be the first business of the meeting.

35.2 The person chairing a general meeting in accordance with this Article 35 is referred to as the "**Chair of the Meeting**".

36 ATTENDANCE AND SPEAKING BY DIRECTORS

36.1 Directors may attend and speak at general meetings, whether or not they are Members.

36.2 The Chair of the Meeting may also permit other persons who are not Members to attend and speak at that meeting.

VOTING AT GENERAL MEETINGS

37 VOTING

37.1 Notwithstanding the different classes of membership which may be in existence from time to time, for the purposes of any vote, all present and entitled to vote at a general meeting shall be counted *pari passu* as one class for the purposes of that vote.

37.2 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with these Articles.

38 POLL VOTES

38.1 A poll on a resolution may be demanded:

(a) in advance of the general meeting where it is to be put to the vote, or

(b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

38.2 A poll may be demanded by:

(a) the Chair of the Meeting;

(b) the Directors;

(c) two (2) or more persons having the right to vote on the resolution; or

(d) a person or persons representing not less than one tenth ($1/10^{th}$) of the total voting rights of all the Members having the right to vote on the resolution.

38.3 A demand for a poll may be withdrawn if the poll has not yet been taken and the Chair of the Meeting consents to the withdrawal. A demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

38.4 Polls must be taken immediately and in such manner as the Chair of the Meeting directs.

39 ERRORS AND DISPUTES

39.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

39.2 Any such objection must be referred to the Chair of the Meeting whose decision is final.

40 AMENDMENTS TO RESOLUTIONS

40.1 An Ordinary Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if:

(a) notice of the proposed amendment is given to the Company in Writing by a person entitled to vote at the general meeting at which it is to be proposed not less than forty-eight (48) hours before the meeting is to take place (or such later time as the Chair of the Meeting may determine), and

(b) the proposed amendment does not, in the reasonable opinion of the Chair of the Meeting, materially alter the scope of the resolution.

40.2 A Special Resolution to be proposed at a general meeting may be amended by Ordinary Resolution, if:

(a) the Chair of the Meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and

(b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

40.3 If the Chair of the Meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, his error does not invalidate the vote on that resolution.

41 CONTENT OF PROXY NOTICES

41.1 Proxies may only be validly appointed by a notice in Writing (a "**Proxy Notice**") which:

(a) states the name and address of the Member appointing the proxy;

(b) identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;

(c) is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Board may determine; and

(d) is delivered to the Company in accordance with these Articles not less than forty-eight (48) hours before the time appointed for holding the general meeting in relation to which the proxy is appointed and in accordance with any instructions contained in the notice of the general meeting to which they relate,

and a Proxy Notice which is not delivered in such a manner shall be invalid, unless the Board, in their discretion, accept the notice at any time before the general meeting.

41.2 The Company may require Proxy Notices to be delivered in a particular form and may specify different forms for different purposes.

41.3 Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions, but the Company shall not be obliged to ascertain that any proxy has complied with those or any other instructions given by the appointor and no decision on any resolution shall be vitiated by reason only that any proxy has not done so.

41.4 On a vote on a resolution on a show of hands or a poll at a meeting, every proxy present who has been duly appointed by one or more Members entitled to vote on the resolution has one vote, except that if the proxy has been duly appointed by more than one Member entitled to vote on the resolution and:

(a) has been instructed by one or more of those Members to vote for the resolution and by one or more other of those Members to vote against it; or

(b) has been instructed to vote the same way (either for or against) on the resolution by all of those Members except those who have given the proxy discretion as to how to vote on the resolution,

the proxy is entitled to one vote for and one vote against the resolution.

41.5 Unless a Proxy Notice indicates otherwise, it must be treated as:

(a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and

(b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

42 DELIVERY OF PROXY NOTICES

42.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Company by or on behalf of that person.

42.2 An appointment under a Proxy Notice may be revoked by delivering to the Company a notice in Writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given.

42.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

42.4 If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by Written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

43 AUTHORISED REPRESENTATIVES

43.1 A Member who is not a natural person may by resolution of its directors or other governing body authorise a person to act as its representative. An authorised representative is entitled to exercise (on behalf of the Member) the same powers as the Member. The Directors may from time to time require an authorised representative to provide evidence of his authorisation and may refuse to permit a person purporting to be an authorised representative from exercising the rights of his (purported) Member appointor until such evidence is provided.

44 MEMBER WRITTEN RESOLUTIONS

44.1 A written resolution of the Members passed in accordance with Part 13 of the Act is as valid and effectual as a resolution passed at a general meeting of the Company (and for this purpose the written resolution may be set out in more than one document).

44.2 On a written resolution every Member has one vote.

PART 6
ADMINISTRATIVE ARRANGEMENTS

GENERAL ADMINISTRATIVE MATTERS

45 COMMUNICATIONS

45.1 Subject to the provisions of the Act, a document or information may be sent or supplied by the Company to a person by being made available on a website.

45.2 A Member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be sent to him or an address to which notices may be sent by electronic means is entitled to have notices sent to him at that address, but otherwise no such Member is entitled to receive any notices from the Company.

45.3 If the Company sends or supplies notices or other documents by first class post and the Company proves that such notices or other documents were properly addressed, prepaid and posted, the intended recipient is deemed to have received such notices or other documents forty-eight (48) hours after posting.

45.4 If the Company sends or supplies notices or other documents by electronic means and the Company proves that such notices or other documents were properly addressed, the intended recipient is deemed to have received such notices or other documents twenty-four (24) hours after they were sent or supplied.

45.5 If the Company sends or supplies notices or other documents by means of a website, the intended recipient is deemed to have received such notices or other documents when such notices or other documents first appeared on the website or, if later, when the intended recipient first received notice of the fact that such notices or other documents were available on the website.

45.6 For the purposes of this Article 45, no account shall be taken of any part of a day that is not a Working Day.

45.7 In proving a notice or document was properly addressed, it shall suffice to show that the notice or document was addressed to an address permitted for the purpose of the Act.

46 MEMBER ACCESS TO INFORMATION RELATING TO THE COMPANY AND/OR THE BUSINESS

46.1 Each Member shall have the right, on giving to the Company reasonable advance notice, to inspect the books and records of the Company during normal business hours and to be supplied with all information in such form as it or they may reasonably require to keep it properly informed about the Business and affairs of the Company and shall have the right (at its expense) to take copies of any such books and records or parts thereof.

46.2 Any information or data obtained or received by the Member pursuant to Article 46.1 shall be subject to any duty or obligation of confidentiality or confidence between the Company and the Member (express or implied), particularly in relation to any commercially sensitive information of the Company. Nothing in this Article shall prevent the Member from disclosing such information or data to the extent required by law (but only to the extent necessary to so comply).

46.3 The Company shall promptly inform the Members in Writing if:

(a) the Chair or Chief Executive is convicted of an offence; or

(b) the Chair, Chief Executive or Council Director is absent from four (4) or more consecutive meetings of the Board without the permission of the Members.

46.4 The Member shall promptly inform the Company in Writing if the Council Director is convicted of an offence.

47 EXECUTION OF LEGAL DOCUMENTS

47.1 Any common seal of the Company may only be used by the authority of the Board or any committee of the Board.

47.2 The Directors may decide by what means and in what form any common seal is to be used.

47.3 Unless otherwise decided by the Board, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature or two authorised persons.

47.4 For the purposes of this Article 47, an authorised person is:

(a) any Director of the Company;

(b) the company secretary (if any); or

(c) any person authorised by the Board for the purpose of signing documents to which the common seal is applied.

DIRECTORS' INDEMNITY AND INSURANCE

48 INDEMNITY

48.1 Subject to Article 48.2, a Relevant Director of the Company may be indemnified out of the Company's assets against:

(a) any liability incurred by that Relevant Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company;

(b) any liability incurred by that Relevant Director in connection with the activities of the Company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Act); and

(c) any other liability incurred by that Relevant Director as an officer of the Company.

48.2 This Article 48 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

48.3 In this Article 48 the term "**Relevant Director**" means any Director or former Director of the Company.

49 INSURANCE

49.1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any Relevant Director in respect of any Relevant Loss.

49.2 In this Article, the following words and expressions shall have the following meanings:

(a) "**Relevant Director**" means any Director or former Director of the Company

(b) "**Relevant loss**" means any loss or liability which has been or may be incurred by a Relevant Director in connection with that Director's duties or powers in relation to the Company, or any pension fund or employees' share scheme of the Company.

CIC 37

Declarations on Conversion to a Community Interest Company[1]

Please complete in typescript, or in bold black capitals.

Company Number	10762047
Company Name in full	BIRMINGHAM CHILDREN'S TRUST Limited
Proposed Company Name in full	BIRMINGHAM CHILDREN'S TRUST Community Interest Company

SECTION A: COMMUNITY INTEREST STATEMENT – beneficiaries

1. We, the undersigned, declare that the company will carry on its activities for the benefit of the community, or a section of the community[2]. [Insert a short description of the community, or section of the community, which it is intended that the company will benefit in the space provided below][3]

The company's activities will provide benefit to ...

vulnerable children, young people and their families, primarily in the city of Birmingham, in need or receipt of children's social care, youth offending services, family support and other related services

COMPANY NUMBER 10762047

SECTION B: Community Interest Statement – Activities & Related Benefit

Please indicate how it is proposed that the company's activities will benefit the community, or a section of the community. Please provide as much detail as possible to enable the CIC Regulator to make an informed decision about whether your company is eligible to become a community interest company.

Activities (Tell us here what the company is being set up to do)	**How will the activity benefit the community?** *(The community will benefit by...)*
To provide social care, youth offending, family support and other related services to children, young people and their families	Ensuring that children and young people are safe, healthy and protected from neglect and harm. Ensuring that children and young people live in safe, stable and supportive environments. Ensuring that families are supported and strengthened to enable them to provide the care and support their children need to develop into resilient, happy and successful young people and adults. Ensuring that effective care planning and appropriate intervention is in place, which protects children from harm, reduces the need for children to be in care unless absolutely necessary and supports those in care.
To advance and promote social care, family support and youth offending services available to children, young people and their families	Promoting collaborative working between agencies and other partners involved with children, young people and their families to encourage and support children and young people to achieve positive outcomes.
To secure improvements in the quality and effectiveness of services provided to children, young people and their families in respect of social care, family support and youth offending services	Measurably improving the quality and effectiveness of children's social care, youth offending and family support services so to have a positive impact on the lives of children and young people.
If the company makes any surplus it will be used for[4]... Surpluses are primarily devoted to continuing and improving social care, family support and youth offending services available to children, young people and their families in the community, subject to the Act and Regulations.	

(Please continue on separate continuation sheet if necessary.)

COMPANY NUMBER 10762047

SECTION C: Declarations on conversion to a community interest company

Declaration 1

We, the undersigned, declare and understand that the company in respect of which this application is made:

(a) cannot be an incorporated charity and a community interest company[5]

AND;

(b) if we are an existing incorporated charity that we have been given written consent from the Charity Commission or the Scottish Charity Regulator[6] to the company's conversion to a community interest company

Declaration 2

We, the undersigned, declare that the company in respect of which this application is made will not be:

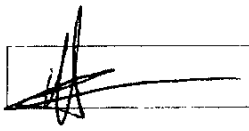
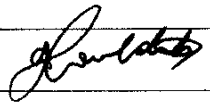
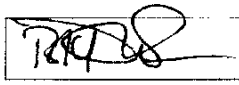
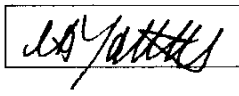
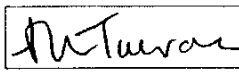
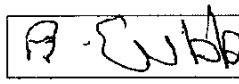
(a) a political party;
(b) a political campaigning organisation; or
(c) *a subsidiary of a political party or of a political campaigning organisation.*[7]

SECTION D: SIGNATORIES

Each person who is a director of the company must sign the declarations.

Signed	[signature]	Date	4/9/18
Signed	[signature]	Date	4.9.18
Signed	Elizabeth Stratford	Date	4/9/18.
Signed	R Hawker	Date	4-9-18
Signed	[signature]	Date	4/9/18

(Please continue on separate continuation sheet if necessary.)

Signed		Date	4/9/18
Signed		Date	4/9/18
Signed		Date	4/9/18
Signed		Date	4/9/18
Signed		Date	10.9.18
Signed		Date	18.9.18
Signed		Date	

CHECKLIST

Is the company name consistent throughout all documents being sent?

This form must be accompanied by the following documents:

(a) Model Resolution to convert a company to a CIC
(b) Form NM01- Notice of change of name
(c) A printed copy of the articles of the company as altered by the special resolutions
(d) Any completed continuation sheets
(e) A cheque or postal order for £25 made payable to Companies House.

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

MW10	
Burges Salmon LLP	
One Glass Wharf	
Bristol	Tel 0117 939 2000
DX Number 7829	DX Exchange Bristol

When you have completed and signed the form, please ensure it is placed at the top of your application and send it to the Registrar of Companies at:

For companies registered in England and Wales: New Companies Section, Companies House, Crown Way, Cardiff, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland: Companies House, 4th Floor, Edinburgh Quay 2, 139 Fountainbridge, EH3 9FF DX 235 Edinburgh

For companies registered in Northern Ireland: Companies House, 2nd Floor, The Linenhall, 32-38 Linenhall Street, Belfast, BT2 8BG

NOTES

[1] This form will be placed on the public record. Any information relevant to the application that you do not wish to appear on the public record, should be described in a separate letter addressed to the CIC Regulator and delivered to the Registrar of Companies with the other documents.

[2] The community interest test is referred to in section 35 of the Companies (Audit, Investigations and Community Enterprise) Act 2004 and is expanded upon in regulations 3, 4 & 5 of the Regulations.

[3] E.g. "the residents of Oldtown" or "those suffering from XYZ disease".

[4] It is expected that surpluses will be primarily used to benefit the community or be reinvested into the company to promote its aims rather than for the personal gain of shareholders and/or directors.

[5] A community interest company cannot benefit from charitable status. An existing company which wishes to become a community interest company must either not have charitable status or must satisfy the criteria set out in section C declaration 2(b).

[6] A Scottish charitable company is a company, which is a Scottish charity. A Scottish charity is a body entered in the Scottish Charity register, kept by the Office of the Scottish Charity Regulator under the Charities and Trustee Investment (Scotland) Act 2005.

[7] A company is not eligible to be formed as a community interest company if it will be an "excluded company". If you are not sure whether the company which you wish to form falls into any of these categories, you should refer to the definitions of the terms "political party", "political campaigning organisation" and "subsidiary" (and of the related terms "election", "governmental authority", "public authority" and "referendum") in Regulation 2 of the Regulations before completing this form.

FILE COPY

CERTIFICATE OF INCORPORATION ON BECOMING A COMMUNITY INTEREST COMPANY

Company Number **10762047**

The Registrar of Companies for England and Wales hereby certifies that under the Companies Act 2006:

BIRMINGHAM CHILDREN'S TRUST LIMITED

having changed its name; is now a Community Interest Company; and is incorporated under the name of:

BIRMINGHAM CHILDREN'S TRUST COMMUNITY INTEREST COMPANY

Given at Companies House on **24th October 2018**

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES