

COMPANY LIMITED BY GUARANTEE AND NOT HAVING' A SHARE CAPITAL MEMORANDUM OF ASSOCIATION OF PARENTING TOGETHER LIMITED

1. The Company's name is "Parenting Together Limited"
2. The Company's registered office is to be situated in England and Wales
3. The Company's objects are :-
  - a) To provide a conflict resolution and reconciliation service for persons, organisations, authorities or groups involved or likely to become involved in dispute or inter-personal conflict
  - b) To provide such services that will protect young people from bullying, crime and exploitation
  - c) To bring people together by focusing on the universal emotions, resonance and shared experience of parenting to generate racial and cultural harmony
  - d) To promote good communications, accountability and shared responsibilities between persons of different racial groups cooperating and communicating to raise their children in a safer and friendlier social environment. Particularly focusing on districts where street safety and community divisions are a problem
  - e) To promote equality and diversity by turning the notion of diversity into positive action. Our aim is to replace discrimination with celebrations of the wide variety of individuals who honour us with their kindness and friendship.
  - f) To arrange informal meetings bringing together other charitable organisations and people of various heritages and faiths to better understand the religious beliefs and cultures of others. To introduce the people behind the many services and organisations who are there to help and protect their children. The intention being to improving public interaction and cooperation with these organisations and advance community development
  - g) To promote volunteering on our web site with a database list of voluntary sector organisations and useful contacts according to their specialised service or area of expertise thereby promoting the efficiency and effectiveness of charities and the effective use of charitable resources.
  - h) To promote community capacity building by strengthening the abilities of people and community groups to take effective action in their development of a safer, friendlier community, particularly working with charities concerned with social investments in young people.
  - i) To promote facilities for recreation and other leisure-time occupation in the interests of social welfare with the object of improving the conditions of life for the persons for whom they are intended.
  - j) To promote industry and commerce as positive role models providing employment and prosperity to their community we will publish adverts on our web site and negotiate discounts for parents
  - k) To promote mutual, social accountability generated by introducing local parents for the purpose of improving self-confidence and encouraging moral improvement

- l) To facilitate a local network promoting moral guidance, understanding and acceptance that allows the confidence and freedom for spiritual welfare and improves regional pride and respect for their community
- m) To provide an anonymous reporting service where no one parent can be identified as the person reporting a minor concern particularly any issue involving children
- n) To provide a telephone and web site contact hub where anyone can leave a message anonymously. We will forward all significant messages to the correct authority or service provider. The fact that any misdemeanour might be disclosed by any parent improves ethical standards of conduct and compliance with the law. It reduces crime by simply being visible as a confidential network of parents cooperating together in the community
- o) To carry on any other business of any description which may seem to the Company capable of being advantageously carried on in connection with or ancillary to any of the businesses of the Company?
- p) To purchase or by any other means acquire any freehold, leasehold or other property for any estate or interest whatever and any rights or privileges of any kind over or in respect of any property and any real or personal property or rights whatsoever which may be necessary for, or may be conveniently used with, or may enhance the value of any other property of the Company
- q) To purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patents rights, invention, licences, copyrights, secret processes, trademarks, designs, protections and concessions which may appear likely to be advantageous or useful to the Company and to use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire
- r) To acquire or undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for co-operation, or for limiting competition, or for mutual assistance with any such person, firm or company
- s) To improve, manage, cultivate, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company
- t) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined
- u) To lend and advance money or give credit to any person, firms or companies upon such terms and with or without security and subject to such conditions as may seem desirable and in particular to customers and others having dealings with the Company and to give guarantees or become security for any such persons firms or companies
- v) To borrow and raise money in any manner, as the Company shall think fit, and in particular by the issue of debentures or debenture stock and to secure the repayment of any money borrowed, raised or owing by mortgage charge standard security lien or other security upon the whole or any part of the Company's property or assets (whether present or future)

- w) To draw, make, accept, endorse, discount, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable instruments
  - x) To enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) or any corporations, companies or persons, that may seem conducive to the attainment of the Company's objects or any of them, & to obtain from any such government or authority, corporation, company or person, any charters, contracts, decrees, rights, privileges or concessions which the Company may think desirable & to carry out, exercise & comply with any such charters, contracts, decrees, rights, privileges & concessions
  - y) To subscribe for, take, purchase, or otherwise acquire and hold shares, stock or other interests in or obligations of any other company or corporation
  - z) To promote any other company for the purpose of acquiring all or any of the property or undertaking or any of The liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid
  - aa) To sell, let, licence, develop or otherwise deal with the whole or any part of the undertaking of the Company, either together or in portions upon such terms, as the Company may think fit, with power to accept shares, debentures, or securities of any company purchasing the same
  - bb) To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts, and also to act in any of the businesses of the Company through or by means of agents, brokers, subcontractors or others
  - cc) To remunerate any person, firm or company rendering services to the Company
  - dd) To pay out of the funds of the Company all costs and expenses of or incidental to the promotion, formation and incorporation of the Company
  - ee) To support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or its Directors or employees; to remunerate the Directors of the Company in any manner the Company may think fit and to pay or provide pensions for or make payments to or for the benefit of any persons who are or were at any time in the employment or service of the Company or of any company for the time being the Company's holding company or subsidiary company as defined by Section 736 of the Companies Act 1985 or otherwise associated with the Company in business and the wives, widows, families and dependants of any such persons; to make payments towards insurance; to set up, establish support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons as aforesaid and of their wives, widows, families and dependants
  - ff) To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them
- 1) None of the objects set forth in any sub-clause of this clause shall be restrictively construed but the widest interpretation shall be given to each such object, and the foregoing sub-clauses shall be construed independently of each other, except where the context expressly

so requires and none of the objects therein mentioned shall be deemed to be merely subsidiary or ancillary to the objects contained in any other sub-clause

- 2) The Company shall have as full a power to exercise each and every one of the objects specified in each sub-clause of this clause as though each such sub-clause contained the objects of a separate company
- 3) The income and property of the Company whencesoever derived shall be applied solely towards the promotion of the objects of the Company 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 the Members of the Company. Provided that nothing herein shall prevent the payment in good faith of reasonable and proper remuneration to any Officer or retainer or instrument of the Company or to any Member of the Company in return for any services actually rendered to the Company nor prevent the payment of interest on money lent or reasonable and proper re-payment of out-of-pocket expenses and interest on money lent or reasonable and proper rent for any premises demised or let to the Company 5. The liability of the Members is limited
- 4) The first Member of the Company is Gerald Clark Hannah
- 5) Every Member of the Company undertakes to contribute to the Company's assets in the event of its being wound up while he is a Member or within one year afterwards for payment of the Company's debts and liabilities contracted before he ceases to be a Member and 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 £ 1:00
- 6) 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 which are similar to the objects of the Company and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of Clause 4 hereof, such institution or institutions to be determined by the members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some other charitable object
- 7) True accounts shall be kept of the sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place, of all sales and purchases of property and goods by the Company and of the property, credits and liabilities of the Company, and subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance With the regulations of the Company for the time being, such accounts shall be open to the inspection of the members. Once at least in every year the accounts of the Company shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified Auditor or Auditors

MEMORANDUM and ARTICLES OF ASSOCIATION

Registered at Companies House on January 20th, 2009, Company Number: 6796387

THE COMPANIES ACTS 1985 & 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL ARTICLES OF ASSOCIATION  
OF PARENTING TOGETHER LIMITED

PRELIMINARY

1. (a) The Regulations contained in Table A in the Schedule to the Companies (Table A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (such Table being called 'Table A') shall apply to the Company save insofar as they are excluded or varied hereby and such Regulations (save as so excluded or voided) and the Articles hereinafter contained shall be the Regulations of the Company

(b) Regulations 2 to 35 inclusive, 41, 57, 59, 102, to 108 inclusive, 110, 114, 116 and 117 in Table A shall not apply to the Company

(c) Unless the context otherwise requires words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these Articles become binding on the Company

2. In these Articles:

'The Act' means the Companies Act 1985 but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force

Words importing the singular number only shall include the plural number, and vice versa

Words importing the masculine gender only shall include the feminine gender, and words importing persons shall include corporations

3. The Company is established for the purposes expressed in the Memorandum of Association

## MEMBERSHIP

4. The number of Members with which the Company is registered shall be limited to 9 and initially shall consist of

(i) Gerald Clark Hannah

(ii) \*\*\*\*\*

(iii) \*\*\*\*\*

(iv) \*\*\*\*\*

(v) \*\*\*\*\*

(vi) \*\*\*\*\*

5. A Member may at any time withdraw from the Company by giving at least seven clear days' notice to the Company

Membership shall not be transferable and shall cease on death

## GENERAL MEETINGS

6. The Company shall hold a General Meeting every year as its Annual General Meeting in addition to any other Meetings in that year and shall specify the Meeting as such in the Notice calling it; and not more than 15 months shall elapse between the date of one Annual General Meeting of the Company and those of the next provided that so long as the Company holds its first Annual General Meeting within 18 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 time and place as the Directors shall appoint

7. The Directors may whenever they think fit convene a General Meeting and the General Meetings shall also be convened on such requisition or in default may be convened by such requisitionists, as provided by section 368 of the Act. If at any time there are not within the United Kingdom (Great Britain and Northern Ireland) sufficient Directors capable of acting to form a quorum, any Director or any two Members of the Company or, if there is only one member, the solo member, may convene a General Meeting in the same manner as nearly as possible as that in which meetings of Directors may be convened by the Directors.

8. An Annual General Meeting and a Meeting called for the passing of a Special Resolution or an Elective Resolution or a Resolution appointing a Member as a Director shall be called by at least 21 clear days' notice in writing and a Meeting of the Company other than an Annual General Meeting or a Meeting for the passing of a Special Resolution or an Elective Resolution shall be called by fourteen days' notice in writing at the least. The notice shall specify the time and the place of the meeting and in case of special business, the general nature of that business to be transacted and in the case of an

Annual General Meeting shall specify the meeting as such to such persons as are, under the Articles of the Company entitled to receive such Notices from the Company. The Notice shall be given to all the Members, to the Auditors and to a Member's Personal Representative or Representatives and to his Trustee in Bankruptcy and Mortgagee in the event that a Court Order for possession has, been made and provided that a Meeting of the Company, except for a meeting called for the purpose of passing an elective resolution shall, notwithstanding that it is called by a shorter notice than that specified in this Article, be deemed to have been duly called if it is so agreed:

(a) in the case of an Annual General Meeting by all the Members entitled to attend and vote thereat; and

(b) in the case of any other Meetings by a majority vote in number of the Members having a right to attend and vote at the Meeting, being a majority representing not less than 95% of the total voting rights at that Meeting of all the Members

#### PROCEEDINGS AT GENERAL MEETINGS

9. All business shall be deemed special that is transacted at a General Meeting and also that is transacted at an Annual General Meeting, with the exception and the consideration of the accounts, balance sheets and the reports of the Directors and Auditors, the election of Directors in the place of those retiring and appointment and the fixing of the remuneration of the Auditors

10. No business shall be transacted at any General Meeting unless a quorum of the Members is present at the time when the Meeting proceeds to business. Save as herein otherwise provided 'two members present in person or by proxy' shall be a quorum, unless the Company has only one Member in which case one Member present in person or by proxy shall be a quorum

11. If a quorum is not present within half an hour from the time appointed for a General Meeting the General Meeting if convened upon the requisition of Members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Directors may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the Members present shall be a quorum

12. Regulation 46 in Table A shall be read and construed as if paragraph (d) was omitted therefrom

13. Subject to the provisions of the Act, a Resolution in writing signed by all the Members for the time being entitled to receive Notice of and to attend and vote at a General Meeting of the Company shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held

14. Regulation 44 in Table A shall be read and construed as if the words "and at any separate meeting of the holders of any class of shares in the Company" were omitted therefrom.

#### VOTES OF MEMBERS

15

(a) Subject as hereinafter provided every Member present in person shall have one vote. On a poll every Member present in person or by proxy shall have one vote

(b) Regulations 55 and 55 in Table A shall not apply to the company.

#### APPOINTMENT OF DIRECTORS

16. The number of Directors shall be subject to a maximum of 9 Directors. Directors stand as, and are appointed as individuals – not representative of organisations or sectors

Any person appointed as a Director may at any time be removed from office by an ordinary resolution of the members

Appointment or removal of a Director shall be in writing signed by or on behalf of the Member entitled to so act and lodged with the Company Secretary

17. The Directors may to a maximum number of Directors not exceeding 9 appoint any person as an additional Director subject to the condition that any person so proposed must be approved in writing by Gerald Clark Hannah prior to his appointment becoming effective

18. (a) Regulation 64 in Table A shall not apply to the Company

(b) No director shall be liable to retirement by rotation and Regulations 73 to 77 (inclusive) and Regulations 80 of Table A shall not apply to the Company. In Regulation 78 the words 'and may also determine the rotation in which any additional Directors are to retire' shall be deleted

(c) The words "of class of shares" shall be omitted from regulation 83 in Table A.

#### DISQUALIFICATION OF DIRECTORS

19. The office of a Director shall be vacated if he:-

(a) becomes bankrupt or makes any arrangement or composition with his creditors generally or

(b) becomes a person in respect of whom an order is made by any competent Court by reason of mental disorder or

(c) is removed from office by the Member of the Company appointing him in accordance with Article 16 of these Articles or

(d) resigns his office by notice in writing to the Company or



(e) becomes prohibited from holding office by reason of any of the matters in the Company Directors Disqualification Act 1986 or

(t) is convicted of an offence which is likely to bring the Company into disrepute or (g) is removed from office under the provisions of the Act immediately upon the happening of such event

#### ALTERNATE DIRECTORS

20 (a) No person who is not a Member of the Company shall be capable of being appointed an alternate Director

Regulations 65 in Table A shall be amended accordingly

(b) An alternate Director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct and the first sentence of regulation 66 in Table A shall be modified accordingly.

#### PROCEEDINGS OF DIRECTORS

21 (a) At any meeting of the Directors or any committee of the Directors, subject to disclosing his interest therein, a Director may vote on any resolution notwithstanding that in any way concerns or relates to a matter in which he has, directly or indirectly any kind of interest whatsoever, and if he shall vote on any such resolution as aforesaid his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting. Regulations 94 to 98 (inclusive) in Table A shall be construed accordingly

(b) Two Directors shall comprise a quorum at any meetings of the Directors provided that there shall be one Director nominated by each of the Members of the Company

22 The Directors shall cause minutes or a written record to be made in books kept for the purpose:-

(a) of all appointments of officers made by the Directors; and (b) of all proceedings at meetings of the Company and of the Directors and of Committee of Directors including the names of the Directors present at each such meeting

(c) of all decisions taken by a sole Member when the Company has only one Member which may have been taken by the Company in General Meeting and which have effect as if agreed in General Meeting; and

(d) of all written resolutions passed by the Company

23. The Company may give any notice to a Member either personally or by sending it by post in a prepaid envelope addressed to the Member at his registered address or by leaving it at that address. A Member whose registered address is not within Great Britain and Northern Ireland and who gives to the Company address within Great Britain and Northern Ireland at which notices may be given to

him shall be entitled to have notices given to him at that address, but otherwise no such Member shall be entitled to receive any notice from the Company

24. A Member present either in person or by proxy at any meeting of the Company shall be deemed to have received notice of the meeting and where requisite of the purposes for which it was called

**BORROWING POWERS** 25. Subject to written approval by Gerald Clark Hannah the Directors may exercise all the powers of the Company to borrow money of a limitless amount and upon such terms and in such manner as they think fit and to grant any mortgage charge or security over its undertaking and property thereof and to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party

#### **INDEMNITY**

26. Subject to section 310 of the Act and in addition to such indemnity as is contained in Regulation 118 of Table A every Director, officer or official of the Company shall be indemnified out of the funds of the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto.

#### **COMPANY SEAL**

27. Regulation 101 of Table A shall not apply to the Company. The Company shall not be required to, but may, at the discretion of the Directors, keep a common seal. If such a seal is kept, it shall only be used by the authority of the Directors, or of a committee of the Directors authorised by the Directors, and the Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and the Secretary or a second Director

28. The Directors may from time to time make such Rules or Bylaws as they consider necessary or convenient for the right and proper execution and government of the Company and for the purposes of laying down the categories of and terms of Membership and in particular:-

(a) the admission and classification of Members of the Company and their respective rights and privileges and the terms of membership, resignation of membership and any fees, charges and contributions payable by the Members

(b) the behaviour of Members of the Company in relation to each other and to the Company and any of the Company's instruments and retainers

(c) the line of conduct at Meetings and Committees of Directors of the Company insofar as such line of conduct is not directed by these Articles

(d) any business likely to be governed by Company Rules or guidelines appropriate to the Company

At any General Meeting the Company has the power to make any changes to the Rules and Bylaws provided that no Rule or Bylaw shall be contrary or affect or nullify the Memorandum or Articles of

Association of the Company and the Directors shall be responsible in bringing to the notice of the Members of the Company all existing Rules and Byelaws and any subsequent changes thereto which until such times as is otherwise altered at a General meeting shall be in force and shall be binding on all Members of the Company.

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