The Companies Acts 1985 & 1989

COMPANY LIMITED BY GUARANTEE

Memorandum of Association of
Coventry Independent Advice Service Ltd
Company number: 02761115
Formerly known as
Wood End Advice and Information Centre Limited

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1. The name of the company (referred to as "the Centre") is "Coventry Independent Advice Service Ltd".

2. The registered office of the Centre will be situated in England and Wales.

3. The objects of the Centre shall be to pursue any charitable purpose calculated to advance the welfare of the general public in Coventry in order to improve the quality of life of said inhabitants and in particular but not so as it limit the generality of the foregoing by the provision of advice and information services.

4. In furtherance of the above objects, but not otherwise, the Centre shall have the following powers
   
   (a) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any other rights or privileges which the Centre may think necessary for the promotion of its objects;

   (b) To construct, maintain and alter any buildings or erections which the Centre may think necessary for the promotion of its objects;
COMPANY LIMITED BY GUARANTEE

Coventry Independent Advice Service

Memorandum and Articles of Association of Coventry Independent Advice Service Ltd

Previously known as Wood End Advice & Information Centre Ltd

Company number: 02761115
(c) To publish books, pamphlets, reports, leaflets, journals, audio tapes, video tapes, films and instructional matter;

(d) To purchase or otherwise acquire or found and to carry on schools and training courses, and to run lectures, seminars, conferences and courses;

(e) To receive donations, endowments, sponsorship fees, subscriptions and legacies from persons desiring to promote the Centre's objects or any of them and to hold funds in trust for same;

(f) Subject to such consents, if any, as may be required by law, to borrow or raise money for the Centre on such terms and on such security as may be thought fit provided that in raising funds the Centre shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations,

(g) To establish and support or aid in the establishment and support or to amalgamate with any other charitable institutions or associations and to subscribe or guarantee money for charitable purposes in any way connected with the purposes of the Centre of calculated to further its objects;

(h) To undertake and execute any charitable trusts which may be lawfully undertaken by the Centre any may be necessary to its objects;

(i) To invest the monies of the Centre not immediately required for its own purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as for the time being may be imposed or required by law and subject also as hereinafter provided;

(j) To sell, improve, develop, exchange, let on rent, royalty or otherwise and in any manner deal with or dispose of all or any of property and assets for the time being of the Centre subject to the provisions of this Memorandum of Association,

(k) To engage or employ such personnel (not being members of its Management Committee), whether as employees, consultants, advisers or however, as may be required for the promotion of the objects of the Centre,
(l) To open and operate bank accounts and other facilities for banking in the 
name of the Centre,

(m) To enter into any contracts with statutory, voluntary or other bodies as 
are considered necessary or convenient for the achievement of the 
Centre's objects;

(n) To do all such other lawful things as may be necessary for the attainment 
of the above objects or any of them;

PROVIDED THAT:

i. In case the Centre shall take or hold any property which may be subject to 
any trusts, the Centre shall only deal with or invest the same in such manner 
as allowed by law, having regard to such trusts;

ii. In case the Centre shall take or hold any property subject to the jurisdiction 
of the Charity Commissioners for England and Wales, the Centre shall not 
sell, mortgage, charge or lease the same without such authority, approval or 
consent as may be required by law, and as regards any such property that 
may come into their hands the Management Committee of the Centre shall 
be answerable and accountable for their own acts, receipts, neglects and 
defaults, and for the due administration of such property in the same manner 
and to the same extent as such Management Committee would have been if 
no incorporation had been effected, and the incorporation of the Centre shall 
not diminish or impair any control or authority exercisable by the Chancery 
Division or the Charity Commissioners over such Management Committee 
but they shall, as regards such property, be subject jointly and separately to 
such control and authority as if the Centre were not incorporated;

iii. The objects of the Centre shall not extend to the regulations if relations 
between workers and employers or organisations of workers and 
organisations of employers.

5. In carrying out its objects the Centre shall seek to ensure equality of opportunity 
for all sections of the community in its own affairs and in access to facilities 
provided by the Centre.
6. The income and property of the Centre from whatsoever source derived shall be applied solely towards the promotion of its objects set out in this Memorandum of Association, and no portion shall be transferred directly or indirectly by way of dividend, bonus, or otherwise whatsoever by way of profit to the members of the Centre,

PROVIDED THAT nothing shall prevent any payment in good faith by the Centre:

i. Of reasonable and proper remuneration to any member, officer or servant of the Centre (not being a member of its Management Committee except as specifically provided for in Article 40 of the Centre’s Articles of Association) for any services rendered to the Centre;

ii. Of interest on money lent by any member of the Centre (or of its Management Committee) at a rate per annum not exceeding 2 per cent below the Unity Trust Bank Plc Base Lending Rate from time to time;

iii. Of reasonable and proper rent for premises demised or let by any member of the Centre (or of its Management Committee),

iv. Of fees, remuneration or other benefits in money or money’s worth to a company of which a member of the Management Committee may be a member holding not more than 1/100th part of the capital of the company; and

v. To any member of the Management Committee in respect of reasonable out-of-pocket expenses

7. The liability of the members is limited

8. Every member of the Centre undertakes to contribute to the assets of the Centre in the event of the same being wound up during the time s/he is a member, or within one year afterwards, for the payments of the debts and liabilities of the Centre contracted before the time at which s/he ceases to be a member and of the costs, charges and expenses of winding up the same, and for the adjustments of the rights of the contributors among themselves such amount any may be required not exceeding one pound.
9. In the event of the winding up or dissolution of the Centre, after the satisfaction of all its debts and liabilities, the assets remaining shall not be distributed amongst the members of the Centre, but shall be transferred in the furtherance of its objects to some other charitable institution or institutions having objects similar to or compatible with any of the objects of the Centre as may be determined by a General Meeting at the time of or prior to the winding up or dissolution of the Centre.

10. No such addition, alteration or amendment shall be made to or in the provisions of the Memorandum or Articles of Association for the time being in force as shall cause the Centre to cease to be a charity in law.
The Companies Acts 1985 & 1989

COMPANY LIMITED BY GUARANTEE

Articles of Association of
Coventry Independent Advice Service Ltd

Company number: 02761115

Formerly known as
Wood End Advice and Information Centre Limited

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Interpretations

1. In these Articles
   - "The Act" means the Companies Act 1985 as amended by the Companies Act 1989 and any other amendments from time to time in force.
   - "The Centre" means the above-named company
   - "The Management Committee" means all those persons for the time being appointed to perform the duties of Directors of the Centre.
   - "Secretary" means any person appointed to perform the duties of the Secretary of the Centre
   - "Employee" means anyone for the time being holding a contract of employment with the Centre.
   - "In writing" shall be taken to include references to writing, printing, photocopying, other modes of representing or reproducing words in a visible form, or a combination of any of these.

2 Words importing the singular number shall include the plural and vice versa unless a contrary intention appears. Words importing persons shall include

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1 As amended on 21st October 2015 at the Annual General Meeting
bodies corporate and associations if not inconsistent with the context. Unless the context requires otherwise, words or expressions contained in these Articles shall bear the same meaning as in the Act.

Members

3. The first members of the Centre shall be the Subscribers to the Memorandum of Association.

4. The Management Committee may at its discretion admit to membership any individual person living or working in the area who support the objects of the Centre. Such member shall be known as Full Members PROVIDED THAT they have paid or agreed to pay the annual subscription for the time being in force, if any.

Register of Members

5. The Centre shall maintain a Register of Members in which shall be recorded the name and address of every member, and the dates on which they became a member and on which they ceased to be a member. Every member shall either sign a written consent to become a member or sign the Register of Members on becoming a member. A member shall notify the Secretary in writing within seven days of a change to their name or address.

6. Each member shall be entitled to receive a copy of the Memorandum & Articles of Association of the Centre of no charge.

Cessation of Membership

7. The rights and privileges of a member shall not be transferable nor transmissible, and all such rights and privileges shall cease upon the member ceasing to be such.

8. A member shall cease to be a member immediately that s/he.
(a) ceases to fulfil any of the qualifications for membership as specified by
Article 4 or by the Management Committee from time to time; or
(b) resigns in writing to the Secretary; or
(c) dies; or
(d) is expelled by the Management Committee for conduct prejudicial to the
Centre, provided that any member whose expulsion is proposed shall have
the right to make representations to the meeting at which the decision is
to be made.

General Meetings

9 The Centre shall in each calendar year hold a General Meeting as its Annual
General Meeting and shall specify the meeting as such in the notices calling it.
Every Annual General Meeting except the first shall be held not more than
fifteen months after the holding of the last preceding Annual General Meeting.
Provided the first Annual General Meeting shall be held within eighteen months
of incorporation, it need not be held in the year of incorporation nor in the
following year.

10. The business of an Annual General Meeting shall comprise:
(a) the consideration of the Report and Accounts presented by the
Management Committee;
(b) the election of the Management Committee members;
(c) the appointment of the fixing of the remuneration of the Auditor or
Auditors;
(d) the fixing of annual subscriptions, if any;
(e) such other business as may have been specified in the notices calling the
meeting.

11 All General Meetings other than the Annual General Meeting shall be called
Extraordinary General Meetings
12. The Management Committee may whenever they think fit convene an Extraordinary General Meeting, or an Extraordinary General Meeting may be convened by ten per cent of the members of the Centre, as provided by section 368 of the Act.

13. Decisions at General Meetings shall be made by passing resolutions:
   (a) Decisions involving an alteration to the Memorandum, or Articles of Association of the Centre and other decisions so required from time to time by statute shall be made by a Special Resolution. A Special Resolution is one passed by a majority of not less than three-fourths of votes cast at a General Meeting.
   (b) All other decisions shall be made by Ordinary Resolution requiring a simple majority of votes cast at a General Meeting.

Notices

14. An Annual General Meeting and any General Meeting which is to consider a Special Resolution or which is to consider a proposal to remove the Auditor or a member of the Management Committee shall be called by at least twenty-one clear days' notice.

15. Notice of every General Meeting shall be given in writing to every member of the Centre and to the Auditors and to such other persons who are entitled to receive a notice and shall be given personally or sent by post to each member at the address recorded in the Register or Members and to other persons at their Registered Office.

16. Notice of all meetings shall be given exclusive of the day on which it is served and shall specify the exact time and place of the meeting. In the case of a General Meeting which is to consider a Special Resolution or a proposal to remove the Auditor or a member of the Management Committee, such resolution shall be specified in the notices calling that meeting and in the case of all other General Meetings the general nature of the business to be raised shall be specified.
17. Where notice is sent by post, notice shall be deemed to have been served by properly addressing, prepaying and posting the notice and to have been served forty-eight hours after the notice has been posted.

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

Proceedings at General Meetings

19. On any resolution to be decided on a show of hands, only members present in person shall be entitled to cast a vote. Members present by proxy may only vote on resolutions to be decided by secret ballot. Only one vote may be case by or on behalf of each Full member on any particular resolution.

20. Any person, whether or not a member of the Centre, may act as proxy for a member who is absent from the meeting provided that any person claiming to act as proxy for any member shall produce written authorization signed by the member in question to act as proxy on her/his behalf. A proxy may be instructed by the member for whom s/he is acting to vote this way or that on a particular resolution, or may be authorised to vote in accordance with her/his own judgement.

21. A member shall declare an interest in, and shall not debate or vote in respect of, any matter in which s/he has a personal material or financial interest without the permission of a majority of the other members present.

22. No business shall be transacted at a General Meeting unless a quorum of members is present in person or by proxy. Ten members or one quarter of the membership, whichever is greater, shall be a quorum.

23. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be
dissolved. In any other case it shall stand adjourned until the same day in the next week at the same time and same place or otherwise as the Management Committee may decide and all members shall be given notices as is practicable of the time, date and place of such an adjourned meeting.

24. At every General Meeting the Chairperson of the Centre shall preside, but if s/he is not present within twenty minutes after the time appointed for the commencement of the meeting the members present shall choose one of the numbers to be Chairperson of that meeting, whose function shall be to conduct the business of the meeting in an orderly manner.

25. The Chairperson may with the consent of any meeting at which a quorum is present, and shall if so directed by the meeting, adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. Where a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of the original meeting. Otherwise it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

26. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a secret ballot is, before or on the declaration of the result of the shall of hands, demanded by a least two members present in person or by proxy. A secret ballot may not be demanded on any question concerning the selection of a Chairperson for a meeting or on any question of adjournment. Unless a secret ballot be so demanded, a declaration by the Chairperson that a resolution has on a show of hands been carried or lost and an entry to that effect in the book containing the minutes of the proceedings of the Centre shall be conclusive evidence of the fact without proof of the number or proportions of the votes recorded in favour or against such resolutions
27. If a secret ballot is duly demanded it shall be taken in such a manner as the Chairperson directs, provided that each member shall have only one vote, and the result of the ballot shall be deemed to be the resolution of the meeting at which the ballot was demanded.

28. The demand for a secret ballot shall not prevent the continuance of a meeting for the transaction of any other business than the question upon which a ballot has been demanded. The demand for a secret ballot may be withdrawn.

29. In the case of an equality of votes, whether on a show of hands or on a ballot, the Chairperson of the meeting shall have a second and casting vote.

30. Subject to the provisions of this Article, a resolution in writing signed by all the members of the Centre for the time being shall be valid and effective as if the same had been passed at a General Meeting duly convened and held and may consist of several documents in the same form, each signed by or for one or more members. A copy of any resolution passed in accordance with this Article shall be sent to the Centre’s auditors. If within seven days of receiving such copy the auditors inform the Centre that the resolution concerns them and they require the question to be brought to a General Meeting, then the resolution shall not have effect but shall be brought to a General Meeting of the Centre duly convened. If the auditors do not so inform the Centre then the resolution shall have effect seven days after the copy was received by the auditors, or immediately upon the auditors informing the Centre that they do not require a General Meeting to be called.

31. The Centre may at its discretion invite other persons to attend its meetings, with or without speaking rights, and without voting rights

Management Committee

32. The Centre shall have a Management Committee comprising not less than four and not more than twelve persons. Representatives of a single funding or
commissioning bodies cannot make up more than one-third of the total board number.

33. The initial Management Committee of the Centre from incorporation until the first Annual General Meeting shall be appointed by the Subscribers of the Memorandum of Association.

34. New Management Committee members shall be elected individually at the Annual General Meeting. Nominations shall be sought and elections conducted in such a manner as the Management Committee may from time direct.

35. The Management Committee may at any time co-opt any member of the Centre to fill a casual vacancy in the Management Committee or an additional member provided that the maximum size of the Management Committee specified in these Articles is not exceeded.

36. Under no circumstances shall any employee of the Centre or any person aged less than sixteen years be a member of the Management Committee.

37. At each annual general meeting one-third of the members of the management committee or, if their number is not a multiple of three, the number nearest to one-third shall retire from office. Those to retire should be agreed by mutual consent or by a majority of votes at the management board. On expiration of the period of office for which s/he was elected, a management committee member shall be eligible for re-election (subject to Article 41 below).

38. A Management Committee member shall declare an interest in and shall not speak or vote in respect of any matter in which s/he has a personal, material or financial interest or any connected matter and if s/he does so vote her/his vote shall not be counted.
39. Management Committee members may be paid all reasonable out-of-pocket expenses incurred by them in attending and returning from meetings of the Management Committee or General Meetings of the Centre or in connection with the business of the Centre.

40. Any Management Committee member, being a solicitor or other person engaged in any profession, shall be entitled to charge and be paid all usual professional or other charges for work done on behalf of the Centre by her/him or her/his firm when so instructed by the Management Committee; provided that nothing shall authorise a Management Committee member or her/his firm to act as Auditor to the Centre and provided that at no time shall a majority of the members of the Management Committee shall withdraw from any meeting at which her/his appointment of remuneration or that of her/his partner, is under discussion.

41. The office of Management Committee member shall immediately be vacated if s/he:

(a) resigns her/his office in writing to the Centre, or

(b) ceases to be a member of the Centre; or

(c) in the opinion of a majority of the Management Committee, fails to declare her/his interest in any contract as referred to in Article 38; or

(d) does not notify in the Management Committee if known that external commitments or health issues will prevent their attendance for three consecutive meetings and request a special leave of absence. The Management Committee will consider a resolution to agree such absence. Should the absence continue beyond this period then the Management Committee shall pass a resolution that s/he has by reason of such absence vacated office, provided that any member to be so expelled shall be first given the opportunity to make representation to the Management Committee;

(e) becomes bankrupt or, in the opinion of the Management Committee, incapable on medical or psychological grounds of carrying out the duties of
a Management Committee member or is otherwise prevented by law from continuing as a company director; or

(f) is removed from office by Ordinary Resolution of the Centre in General Meeting in accordance with Section 303 of the Act.

Powers and Duties of the Management Committee

42. The business of the Centre shall be managed by the Management Committee who may pay all expenses of the formation of the Centre as they think fit and may exercise all such powers of the Centre as may be exercised and done by the Centre in General Meeting. No regulation made by the Centre in General Meeting shall invalidate any prior act of the Management Committee which would have been valid had that regulation not been made.

43. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Centre shall be signed, drawn, accepted, endorsed, or otherwise executed in such a manner as the Management Committee shall from time to time by resolution determine, provided that all instruments of expenditure above a certain limit specified from time to time by the Management Committee must be signed by at least two Management Committee members.

44. Without prior prejudice to its general powers, the Management Committee may exercise all the powers of the Centre to borrow money and to mortgage or charge its undertaking and property or any part of them and to issue debentures and other securities whether outright or as security for any debt, liability or obligation of the Centre, subject to such consents as may be required by law.

Proceedings of the Management Committee

45. Members of the Management Committee shall elect from amongst their own number a Chairperson, Vice Chairperson and Treasurer and such other honorary officers as they may from time to time decide. Any officer so appointed may be removed or replaced at any time by a meeting of the Management Committee.
provided that the question of the officer’s removal or replacement is specified in the notices calling the meeting.

46. Members of the Management Committee may meet together for the despatch of business, adjourn, and otherwise regulate their meetings as they think fit. Questions arising at any meetings shall be decided by a majority of votes. In the case of an equality of votes, the Chairperson of the meeting shall have a second or casting vote.

47. The Chairperson may and the Secretary on the requisition of at least two Management Committee members shall summon a meeting of the Management Committee by giving reasonable notice to all its members. It shall not be necessary to give notice of a meeting of the Management Committee to any of its members for the time being absent from the United Kingdom.

48. The quorum necessary for the transaction of the business of the Management Committee shall be four members.

49. The Management Committee may act regardless of any vacancy in their body but, if and so long as their number is less than the minimum prescribed in these Articles, the Management Committee may act for the purposes in increasing the number of Management Committee members to that number, or of summoning a General Meeting of the Centre, but for no other purpose.

50. At every Management Committee meeting the Chairperson of the Centre shall preside, but if s/he is not present within twenty minutes after the time appointed for the commencement of the meeting the Management Committee members present shall choose one of their number to be Chairperson of the meeting, whose function shall be to conduct the business of the meeting in an orderly manner.
51. The Management Committee shall cause accurate records to be made, in books provided for that purpose, of:
(a) the name, details and date of appointment of all persons appointed to office;
(b) the names of the Management Committee members, officers, members and other persons present at all General, Management Committee and Sub-Committee meetings of the Centre;
(c) minutes of all proceedings and resolutions at all General, Management Committee and Sub-Committee meetings of the Centre;

52. All such records and minutes shall be open to inspection during normal working hours by any member of the Management Committee and by any person authorised by the Centre in General Meeting.

53. The Management Committee may delegate any of their powers to Sub-Committees consisting of three or more members of the Management Committee. Any Sub-Committee so formed shall be made up in such a way that members of the Management Committee shall be in the majority, and shall in the exercise of the powers so delegated confirm to any regulations imposed on it by the Management Committee which regulations shall always include provision for regular and prompt reports to the Management Committee.

54. All acts done by any meeting of the Management Committee or by any person acting as a member of the Management Committee shall, even if it be afterwards discovered that there was some defect in the appointment of any Management Committee member or person acting as such, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Management Committee member.

55. A resolution in writing, signed by all the Management Committee members who for the time being are entitled to vote, shall be valid and effective as if it had been passed at a meeting of the Management Committee, and may consist of
several documents in the same form, signed by one or more Management Committee members.

56. The Management Committee may at its discretion invite other persons to attend its meetings, with or without speaking rights, and without voting rights

Secretary

57. The Management Committee shall appoint a Secretary of the Centre for such term at such remuneration and upon such conditions as they think fit, and any Secretary so appointed may be removed by them. No remuneration may be paid to a Secretary who is also a member of the Management Committee.

58. A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Management Committee member and the Secretary shall not be satisfied by its being done by or to the same person acting in both capacities.

Accounts

59. The Management Committee shall cause proper accounts to be kept in accordance with the law for the time being in force with respect to:

(a) all sums of money received and expended by the Centre and the matters in which the receipt and expenditure takes place,

(b) all sales and purchases of goods by the Centre;

(c) the assets and liabilities of the Centre

Proper accounts shall be deemed to be kept if they give a true and fair record of the state of the Centre’s affairs and explain its transactions.

60. The accounts shall be kept at the Registered Office of the Centre or, subject to section 222 of the Act, at such other place or places as the Management Committee thinks fit, and shall always be open to the inspection of all members and officers and by other persons authorised by the Centre in General Meeting.
61. The Management Committee shall from time to time, in accordance with sections 227 and 241 of the Act, cause to be prepared and to be laid before the Centre in General Meeting such income and expenditure accounts, balance sheets, and any reports referred to in those sections.

62. A copy of every balance sheet (including every document required by law to be annexed thereto) which is laid before the Centre in General Meeting, together with a copy of the Auditor's report and Management Committee's report shall not less than twenty-one days before the date of the meeting, subject nevertheless to the provisions of section 240(4) of the Act, be sent to every member of and every holder of debentures of the Centre, provided that this regulation shall not require a copy of those documents to be sent to any person of whose address the Centre is not aware or to more than one of the joint holders of any debentures. The Auditor's report shall be open to inspection and shall be read before the meeting.

Audit

63. Subject to such statutory regulations from time to time in force, and unless the Company is eligible for and has determined to apply the small company audit exemptions, 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.

64. Auditors shall be appointed and their duties regulated in accordance with sections 237 and 384 of the Act.

Application of Surplus

65. Clause 6 of the Memorandum of Associations relating to the not-for-profit nature of the Centre shall have effect as it is provisions were repeated in these Articles. Any surplus of the Centre shall be applied as follows, in such proportion and in such manner as may be decided by a General Meeting:
(a) to creating a general reserve for the continuation and development of the Centre;
(b) to making payments for charitable purposes in furtherance of the objects of the Centre.

Indemnity

66. Subject to the provisions of section 310 of the Act, in the execution of the objects of the Centre no member of the Management Committee or the Secretary, Auditor or other officer of the Centre shall be liable for any loss to the property of the Centre arising by reason of any improper investment made in good faith (so long as s/he shall have sought professional advice before making such investment) or for the negligence or fraud of any agent employed by them in food faith (provided reasonable supervision shall have been exercised) although the employment of such agent was strictly not necessary, or by reason of any mistake or omission made in good faith by any of the above persons or by reason of any other matter or thing other then wilful and individual fraud, wrongdoing or wrongful omission on the part of the person(s) in question

Dissolution

67 Clause 9 of the Memorandum of Association relating to the winding up and dissolution of the Centre shall have effect as if its provisions were repeated in these Articles.