THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION

of

Birmingham Playcare Network

(Company No 45566497)

[ as amended pursuant to resolutions passed at the Annual General Meeting held on 8th January 2010 ]

Interpretation

8 In these Articles

8 1 "the Act" means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force,

8 2 "Articles" means the Articles of Association of the Company

8 3 "Clear Days" in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect

8 4 "executed" includes any mode of execution

8 5 "Member" means a member of the Company

8 6 "the Memorandum" means the Memorandum of Association of the Company

8 7 "month" means calendar month

8 8 "office" means the registered office of the Company

8 9 "organisation" means corporation, institution, association, authority or any other body or organisation corporate or incorporate,

8 10 "the seal" means the common seal of the Company,

8 11 "secretary" means the Secretary of the Company or any other person appointed to perform the duties of the Secretary of the Company including a joint, assistant or deputy secretary,

8 12 "Trustee" means a member of the board of directors of the Company
Words importing the singular number shall include the plural number and vice versa

Words importing persons shall include corporations

Unless the context otherwise requires, words or expressions contained in these Articles bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these Articles become binding on the Company.

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

Members

10 The subscribers to the Memorandum of Association of the Company and such other persons and organisations as are admitted to membership in accordance with the Articles shall be members of the Company

11 Every person or organisation who wishes to become a Member shall deliver to the Company an application for membership in such form as the Trustees require executed by him/her. No person or organisation shall be admitted a Member of the Company unless he is approved by the Trustees

12 The Trustees may provide for the admission of and may admit such persons as they may think fit to be honorary members or friends or associates of the Company and for the rights, duties and liabilities (if any) of such honorary members, friends or associates but so that such persons shall not by virtue of being honorary members, friends or associates as aforesaid be members of the Company and their rights (if any) shall not include a right to speak or vote at general meetings of the Company. The Trustees may at any time at their discretion cancel the admission of any person who has been admitted as an honorary member, friend or associate

Termination of membership

13 A member may at any time withdraw from the Company by giving at least 7 clear days' notice to the Company. Membership shall not be transferable and shall cease on death of an individual and upon receivership, administration, insolvency, winding up or other cessation of existence of an organisation.

14 The Trustees may at their discretion terminate the membership of any member if he has conducted him/herself in a manner which the Trustees in their discretion consider is prejudicial to the interests of the Company or unfit him/her for membership of the Company or has by act or conduct made known or evident to the Trustees that s/he is no longer in sympathy with the aims and objects of the Company as declared in clause 3 of the Memorandum of Association. The decision of the Trustees shall be final.

15 Provided that no member shall be removed under Article 14 unless
such member shall have been given at least 28 days notice of the date of the meeting and of the grounds upon which his/her removal is sought

15.2 each Trustee shall have been given at least 7 days notice of the meeting and that the business will be or will include the question of the removal of a member or members and,

15.3 such member is permitted to state his/her case to and defend him/herself before the meeting

16 Any member whose annual subscription or any other sum due under Article 19 is unpaid six months after the day on which the same becomes due, or shall become bankrupt or shall make any arrangement or composition with his/her creditors generally shall cease ipso facto to be a member of the Company provided that the Trustees may instead in their discretion postpone cessation of membership for so long as they think fit but that the member concerned shall subsequently cease to be a member if and when the Trustees shall so determine and whatever his/her circumstances shall then be

17 Persons who have ceased to be members may be re-admitted to membership at the discretion of the Trustees

18 Persons who have ceased to be members shall not be entitled to any refund of subscription or other sum paid under Article 19

Subscriptions and entrance fees

19 The members shall pay such annual or other subscriptions, contributions, levies and entrance fees (if any) as the Trustees may determine. Subject to the provisions of the Articles the Trustees may create separate classes of membership and determine the rights, privileges and liabilities including subscriptions, contributions, levies and entrance fees (if any) attaching thereto and may fix the terms upon which members may make a composition fee for life. Any sums required to be paid by members shall be debts due to the Company and recoverable by legal process.

General meetings

20 The Trustees may call a general meeting at any time.

21 General meetings must be held in accordance with the provisions regarding such meetings in the Companies Acts.

22 No business shall be transacted at any meeting unless a quorum is present. Seven persons entitled to vote upon the business to be transacted, each being a Member or a proxy for a Member or a duly authorised representative of an organisation, shall be a quorum.

23 A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present.
shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more members

Number of Trustees

24 Unless otherwise determined by ordinary resolution the number of Trustees shall be not less than four and not more than thirteen

Appointment of Trustees

25 The subscribers to the Memorandum shall be the first Trustees

26 Apart from the first trustees, every Trustee must be appointed by a resolution passed at a properly convened meeting of the Trustees

27 In selecting individuals for appointment as Trustees, the Trustees must have regard to the skills, knowledge and experience needed for the effective administration of the Company

28 The Trustees may appoint a person who is willing to act to be a Trustee either to fill a vacancy or as an additional Trustee, provided that the appointment does not cause the number of Trustees to exceed any number fixed by or in accordance with the Articles as the maximum number of Trustees

29 The Trustees may also at any time and from time to time co-opt persons to attend meetings of Trustees and may remove any persons so co-opted. Co-opted persons need not be members, shall not be Trustees by reason of co-option and shall not have the right to vote. The total number of co-opted persons may not at any time exceed one third of the number of Trustees

Disqualification and removal of Trustees

30 The office of a Trustee shall be vacated if

30 1 s/he ceases to be a Trustee by virtue of any provision of the Act or s/he becomes prohibited by law from being a Trustee, or

30 2 s/he becomes bankrupt or makes any arrangement or composition with his/her creditors generally, or

30 3 s/he is or may be suffering from mental disorder and either

30 3 1 s/he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960 or
30.3.2 An order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his/her detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his/her property or affairs or

30.4 S/he resigns office by notice to the Company or

30.5 S/he shall for more than 6 consecutive months have been absent without permission of the Trustees from meetings of Trustees held during that period and the trustees resolve that his/her office be vacated, or

30.6 S/he ceases to be a member of the Company

Powers of Trustees

31 Subject to the provisions of the Act, the Memorandum and the Articles and to any directions given by special resolution, the business of the Company shall be managed by the Trustees who may exercise all the powers of the Company. No alteration of the Memorandum or Articles and no such direction shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this regulation shall not be limited by any special power given to the Trustees by the Articles and a meeting of Trustees at which a quorum is present may exercise all powers exercisable by the Trustees

32 The Trustees shall have power from time to time to adopt and make, alter or revoke standing orders for the regulation of the Company and otherwise for the furtherance of the purposes for which the Company is established provided that such standing orders are not in conflict with the Memorandum or Articles

Delegation of Trustees' powers

33 The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Company for such purposes and on such conditions as they determine

34 The Trustees may appoint a manager or managers on such terms as the Trustees think fit

35 Trustees may delegate any of their powers to any manager or any committee consisting of one or more Trustees or other persons. They may also delegate to any managing Trustee or any Trustee holding any other executive office such of their powers as they consider desirable to be exercised by him/her. Any such delegation may be made subject to any conditions the Trustees may impose and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by the Articles regulating the proceedings of Trustees so far as they are capable of applying provided that
all acts and proceedings of any such committee shall be reported back to the Trustees fully and promptly

Remuneration of Trustees

36 The provisions of the Memorandum as to the remuneration of Trustees shall apply.

Trustees' expenses

37 The Trustees may be paid all reasonable travelling, hotel, and other out of pocket expenses properly incurred by them in connection with their attendance at meetings of Trustees or committees of Trustees or general meetings or otherwise in connection with the discharge of their duties

Proceedings of Trustees

38 Subject to the provisions of the Articles, the Trustees may regulate their proceedings as they think fit. A Trustee may and the Secretary at the request of a Trustee shall call a meeting of the Trustees. It shall not be necessary to give notice of a meeting to a Trustee who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes the chairman shall have a second or casting vote.

39 The quorum for the transaction of the business of the Trustees may be fixed by the Trustees and unless so fixed at any other number shall be four.

40 A meeting may be held by suitable electronic means agreed by the Trustees in which each participant may communicate with all the other participants. Any Trustee participating at a meeting by suitable electronic means agreed by the Trustees in which a participant or participants may communicate with all the other participants shall qualify as being present at the meeting. Meetings held by electronic means must comply with rules for meetings, including chairing and the taking of minutes.

41 The continuing Trustees or a sole continuing Trustee may act notwithstanding any vacancies in their number but if the number of Trustees is less than the number fixed as the quorum the continuing Trustees or Trustee may act only for the purpose of filling vacancies or of calling a general meeting.

42 The Trustees may appoint one of their number to be the chairman of the board of Trustees and may at any time remove him/her from that office. Unless s/he is unwilling to do so the Trustee so appointed shall preside at every meeting of Trustees at which s/he is present. But if there is no Trustee holding that office or if the Trustee holding it is unwilling to preside or is not present within 5 minutes after the time appointed for the meeting the Trustees present may appoint one of their number to be chairman of the meeting.
All acts done by a meeting of Trustees or of a committee of Trustees or by a person acting as a Trustee shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Trustee or that any of them were disqualified from holding office or had vacated office or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Trustee and had been entitled to vote.

A resolution in writing signed by all the Trustees entitled to receive notice of a meeting of Trustees or of a committee of Trustees shall be as valid and effectual as if it had been passed at a meeting of Trustees or (as the case may be) a committee of Trustees duly convened and held and may consist of several documents in the like form each signed by one or more Trustees.

Save as otherwise provided by the Articles, a Trustee shall not vote at a meeting of Trustees or of a committee of Trustees on any resolution concerning a matter in which s/he has, directly or indirectly, an interest, including matters contained in the proviso to clause 4 of the Memorandum.

A Trustee shall not be counted in the quorum present at a meeting in relation to a resolution on which s/he is not entitled to vote.

If a question arises at a meeting of Trustees or of a committee of Trustees as to the right of a Trustee to vote the question may before the conclusion of the meeting be referred to the chairman of the meeting and his/her ruling in relation to any Trustee other than him/herself shall be final and conclusive.

President, vice-president and patrons

The Trustees may invite any person whether or not a member of the Company to become a president, vice-president or patron of the Company upon such terms and conditions as the Trustees shall from time to time decide. No such person shall by virtue only of any such appointment be a member or a Trustee or, being a member or a Trustee, shall have any greater powers in relation to the governance and administration of the Company than s/he already possesses by virtue of his/her membership or Trusteeship and any such person who is not a member of the Company shall have no vote at any general meeting.

Secretary

Subject to the provisions of the Act the Secretary shall be appointed by the Trustees for such term, at such remuneration and upon such conditions as they may think fit, and any Secretary so appointed may be removed by them. Provided that if the Secretary is also a Trustee the provisions of the Memorandum as to remuneration of Trustees shall apply.
Treasurer

50 The Trustees may from time to time appoint a Treasurer or Honorary Treasurer upon such terms including salary and powers and duties as the Trustees shall determine

Bankers

51 A banking account shall be kept in the name of the Company at such bank or banks as the Trustees shall, from time to time appoint and cheques shall only be drawn signed and endorsed in such manner and by such two or more Trustees as the Trustees shall from time to time direct

Minutes

52 The Trustees shall cause minutes to be made in books kept for the purpose

52 1 of all appointments of officers made by the Trustees, and

52 2 of all proceedings at meetings of the Company and of the Trustees and of committees of Trustees including the names of the Trustees present at each such meeting

Accounts

53 No member shall (as such) have any right of inspecting any accounting records or other book or document of the Company except as conferred by statute or authorised by the Trustees or by ordinary resolution of the Company

Notices

54 Any notice to be given to or by any person pursuant to the Articles shall be in writing except that a notice calling a meeting of the Trustees need not be in writing

55 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/her registered address or by leaving it at that address, or by giving it using electronic communications to the member’s address. 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 given to him/her shall be entitled to have notices given to him/her at that address but otherwise no such member shall be entitled to receive any notice from the Company

56 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

57 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. Proof that a notice contained in an
electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted or in the case of electronic communication, 48 hours after it was sent.

Winding up

58 On the winding-up and dissolution of the Company the provisions of the Memorandum of Association shall have effect as if repeated in these Articles

Indemnity

59 Subject to the provisions of the Act but without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him/her in defending any proceedings, whether civil or criminal, in which judgment is given in his/her favour or in which s/he is acquitted or in connection with any application in which relief is granted to him/her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.