THE COMPANIES ACT 1985

Company Limited by Guarantee and Not Having a Share Capital

MEMORANDUM AND ARTICLES OF ASSOCIATION

of

BIRMINGHAM PLAYCARE NETWORK

COMPANY NO 4566497

Incorporated the 18th day of October 2002
The Companies Act 1985

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

Memorandum of Association

of

Birmingham Playcare Network

(No **) 4566497

1 The name of the company (hereinafter called "the Company") is Birmingham Playcare Network

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

3

3 1 The objects for which the Company is established are to enhance the development and education of children and to facilitate contact, share information, offer support and encourage, to promote the right to play of all children and to encourage best practice in child-centred playcare within the City of Birmingham by -

3 1 1 supporting and enhancing the profile of playcare provision through events and activities,

3 1 2 consulting with and encouraging the participation of Members,

3 1 3 actively supporting the development of quality assurance standards for playcare,

3 1 4 operating in an environment of equal opportunities and inclusive practice,

3 1 5 supporting the development of playcare resources,

3 1 6 supporting the development of a playcare training resource,

3 1 7 establishing effective links with appropriate agencies to further benefit the work of the Company,

Provided that the objects of the Company shall be carried out and the powers conferred on the Company shall be exercised in a manner beneficial to the public and recognised as charitable by the laws of England and Wales

3 2 And the Company shall have the following powers exercisable in furtherance of its said objects but not otherwise, namely,

3 2 1 Subject to such consents as are required by law to purchase, take on lease, or in exchange, hire or otherwise acquire real or personal property and rights or privileges, and to construct, maintain and alter buildings or erections,
3.2.2 To sell, let or mortgage, dispose of or turn to account all or any of the property or assets of the Company;

3.2.3 To purchase or otherwise acquire plant and machinery including computer hardware and software, furniture, fixtures, fittings and all other effects of every description and to apply for registration of any patents, rights, copyrights, licences and the like,

3.2.4 To borrow or raise money on such terms and on such security as may be thought fit with such consents as are required by law,

3.2.5 To take and accept any gift of money, property or other assets whether subject to any special trust or not,

3.2.6 To issue appeals, hold public meetings and take such other steps as may be required for the purpose of procuring contributions to the funds of the Company in the shape of donations, subscriptions or otherwise,

3.2.7 To promote events, seminars and educational opportunities,

3.2.8 To purchase or otherwise acquire and to found and to carry on schools and training courses and to run lectures, seminars, exhibitions and conferences,

3.2.9 To publish books, pamphlets, reports, leaflets, journals, films and instructional matter,

3.2.10 To draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts,

3.2.11 To invest moneys of the Company not immediately required for its 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 may for the time being be imposed or required by law,

3.2.12 To carry on any trade insofar as either the trade is exercised in the course of the actual carrying out of the primary objects of the Company or the trade is temporary and ancillary to the carrying out of the objects and to incorporate any company to carry on any trade and while such company remains the wholly owned subsidiary of the Company to make loans of such sums which are fully secured at full commercial rate as seem to the Trustees reasonable and prudent and to acquire any shares in such company as seem to the Trustees reasonable and prudent;

3.2.13 To make any donations in cash or assets or establish or support or aid in the establishment or support of and to lend money (with or without security) to or for any charitable associations or institutions;

3.2.14 To undertake and execute charitable trusts,
3.2.15 To engage and pay any person or persons not being a Trustee whether on a full-time or part-time basis or whether as consultant or employee to supervise, organise, carry on the work of and advise the Company and, subject to the provisions of Clause 3.3.3 hereof, to make any reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees or former employees and their wives, husbands and other dependants.

3.2.16 To co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the objects or similar charitable purposes and to exchange information and advice with them.

3.2.17 To establish and support or aid in the establishment and support of and to amalgamate with and affiliate to any companies, institutions, societies or associations which shall be charitable by law and have objects altogether or mainly similar to those of the Company and prohibit payment of any dividend or profit to and the distribution of any of their assets among their members at least to the same extent as such payments or distributions are prohibited in the case of members of the Company by this Memorandum of Association.

3.2.18 To insure and arrange insurance cover for and to indemnify its officers, staff, voluntary workers and members from and against all such risks incurred in the course of their duties as may be thought fit.

3.2.19 To pay out of funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company.

3.2.20 To do all such other lawful and charitable things as shall further the attainment of the objects of the Company or any of them.

3.2.21 To purchase any premium in respect of indemnity insurance as described at clause 4.7.

3.3 Provided that

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

3.3.2 The Company's objects shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.

3.3.3 In case the Company shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Company 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 the Trustees of the Company shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects, and
default, and for the due administration of such property in the same manner and to the same extent as they would as such Trustees have been if no incorporation had been effected, and the incorporation of the Company shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over such Trustees but they shall as regards any such property be subject and separately to such control or authority as if the Company were not incorporated.

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

Provided that nothing herein shall prevent any payment in good faith by the Company:

4 1 of reasonable and proper remuneration to any member, officer or servant of the Company (not being a Trustee) for any services rendered to the Company and of travelling expenses necessarily incurred in carrying out the duties of any member, officer or servant of the Company.

4 2 of interest on money lent by a member or Trustee of the Company at a rate per annum not exceeding two percentage points less than the base lending rate for the time being of the Company’s clearing bankers or 3% whichever is the greater;

4 3 to any Trustee of reasonable out-of-pocket expenses,

4 4 of fees, remuneration or other benefit in money or money’s worth to a Company of which a member of the Company or a Trustee may be a member holding not more than one hundredth part of the capital of such Company

4 5 of reasonable and proper rent for premises or let by any member of the Company or any Trustee

4 6 to any Trustee who is a solicitor, accountant or other person engaged in any profession reasonable and proper professional charges for business done by him/her or her or his or her firm when instructed by the other Trustees to act in a professional capacity on behalf of the Company, provided that at no time shall a majority of the Trustees benefit under this provision and that a Trustee shall withdraw from any meeting of the Trustees, at which his or her own instruction or remuneration, or that of his or her firm, is under discussion.

4 7 of any premium in respect of any indemnity insurance to cover the liability of the Trustees which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the charity provided that any such insurance shall not extend to any claim arising from any act or omission which the Trustees knew to be a breach of trust or breach
of duty or which was committed by the Trustees in reckless disregard of whether it was a
breach of trust or breach of duty or not

5 The liability of the members is limited.

6 Every member of the Company undertakes to contribute to the assets of the Company, in the
event of the same being wound up while he is a member, or within one year after he ceases to be
a member, for payment of the debts and liabilities of the Company contracted before he ceases
to be a member and of the costs, charges and expenses of winding up and for the adjustment of
the rights of the contributories among themselves, such amount as may be required not
exceeding £1

7 If upon the winding up or dissolution of the Company there remains, after the satisfaction of all
its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed
among the members of the Company, but shall be given or transferred to some other charitable
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 among its or their members to an extent at least
as great as is imposed on the Company under or by virtue of clause 3 3 3 hereof, such body or
bodies to be determined by the members of the Company at or before the time of dissolution,
and if so far as effect cannot be given to such provision, then to some other charitable body.

We the several persons whose names and addresses are subscribed are desirous of being formed
into a Company in pursuance of this Memorandum of Association

Names, Addresses and descriptions of subscribers

Dated this

Witness to the above signatures