

**File Copy**



**CERTIFICATE OF INCORPORATION  
OF A  
PRIVATE LIMITED COMPANY**

Company No. 8825761

The Registrar of Companies for England and Wales, hereby certifies that

THE VOICES PROJECT

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by guarantee, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on 24th December 2013



\*N08825761O\*

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



Companies House

# IN01(ef)

**Application to register a company**

*Received for filing in Electronic Format on the: 24/12/2013*



X2NXCZWO

*Company Name*                    **THE VOICES PROJECT**  
*in full:*

*I confirm that the above proposed company meets the conditions for exemption from the requirements to have a name ending with 'Limited' or permitted alternative*

*Company Type:*                    **Private limited by guarantee**

*Situation of Registered*        **England and Wales**  
*Office:*

*Proposed Register*                **C/O PAUL A. HILL & CO 3 BULL LANE**  
*Office Address:*                    **ST IVES**  
    **CAMBRIDGESHIRE**  
    **ENGLAND**  
    **PE27 5AX**

*I wish to adopt entirely bespoke articles*

*Company Director* 1

*Type:* **Person**  
*Full forename(s):* **MR JEREMY**

*Surname:* **HEINMANS**

*Former names:*

*Service Address:* **115 5TH AVENUE  
6TH FLOOR  
NEW YORK  
USA  
10003**

*Country/State Usually Resident:* **USA**

*Date of Birth:* **18/10/1977** *Nationality:* **AUSTRALIAN**

*Occupation:* **CHIEF EXECUTIVE OFFICER**

*Consented to Act:* **Y** *Date authorised:* **24/12/2013** *Authenticated:* **YES**

## Statement of Guarantee

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*I confirm that if the company is wound up while I am a member , or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for :*

- payment of debts and liabilities of the company contracted before I cease to be a member;*
- payments of costs, charges and expenses of winding up, and;*
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.*

*Name:*       **PURPOSE EUROPE LIMITED**

*Address:*   **C/O PAUL A. HILL & CO 3 BULL LANE  
ST IVES  
CAMBRIDGESHIRE  
UNITED KINGDOM  
PE27 5AX**

*Amount Guaranteed:*   **1**

## Statement of Compliance

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*I confirm the requirements of the Companies Act 2006 as to registration have been complied with.*

*memorandum delivered by an agent for the subscriber(s): Yes*

*Agent's Name:* THE LONDON LAW AGENCY LIMITED

*Agent's Address:* THE OLD EXCHANGE 12 COMPTON ROAD  
WIMBLEDON, LONDON  
UNITED KINGDOM  
SW19 7QD

---

### *Authorisation*

*Authoriser Designation:* agent

*Authenticated:* Yes

*Agent's Name:* THE LONDON LAW AGENCY LIMITED

*Agent's Address:* THE OLD EXCHANGE 12 COMPTON ROAD  
WIMBLEDON, LONDON  
UNITED KINGDOM  
SW19 7QD

The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

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**Memorandum of Association**

**of**

**The Voices Project**

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**Bates Wells & Braithwaite London LLP**

**2-6 Cannon Street**

**London EC4M 6YH**

**(Telephone: 020 7551 7777)**

**[www.bwbllp.com](http://www.bwbllp.com)**

**212604/0001/001203014**

**The Companies Act 2006**

**Company Limited by Guarantee and not having a Share Capital**

**Memorandum of Association of The Voices Project**

Each subscriber to this Memorandum of Association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

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*Name of each subscriber*

*Authentication by each subscriber*

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**Purpose Europe Limited**  
**(company number 08340026)**

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Dated 23 December 2013

The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

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**Articles of Association**  
**of**  
**The Voices Project**

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**Bates Wells & Braithwaite London LLP**  
**2-6 Cannon Street**  
**London EC4M 6YH**  
**(Telephone: 020 7551 7777)**  
**[www.bwblp.com](http://www.bwblp.com)**  
**212604/0001/001202973**



## The Companies Act 2006

### Company Limited by Guarantee and not having a Share Capital

#### Index to Articles of Association of The Voices Project

INTERPRETATION .....	1
<b>1. Defined terms</b> .....	1
OBJECTS AND POWERS .....	1
<b>2. Objects</b> .....	1
<b>3. Powers</b> .....	1
LIMITATION ON PRIVATE BENEFITS .....	3
<b>4. Limitation on private benefits</b> .....	3
LIMITATION OF LIABILITY AND INDEMNITY .....	3
<b>5. Liability of the Member</b> .....	3
<b>6. Indemnity</b> .....	3
DIRECTORS.....	4
<i>DIRECTORS' POWERS AND RESPONSIBILITIES</i> .....	4
<b>7. Directors' general authority</b> .....	4
<b>8. Chair</b> .....	4
<b>9. Directors may delegate</b> .....	4
<b>10. Committees</b> .....	4
<b>11. Delegation of day to day management powers</b> .....	5
<b>12. Delegation of investment management</b> .....	5
<i>DECISION-MAKING BY DIRECTORS</i> .....	6
<b>13. Directors to take decisions collectively</b> .....	6
<b>14. Calling a Directors' meeting</b> .....	6
<b>15. Participation in Directors' meetings</b> .....	7
<b>16. Quorum for Directors' meetings</b> .....	7
<b>17. Chairing of Directors' meetings</b> .....	7
<b>18. Casting vote</b> .....	7
<b>19. Unanimous decisions without a meeting</b> .....	7
<b>20. Director interests and management of conflicts of interest</b> .....	8
<b>21. Register of Directors' interests</b> .....	9
<b>22. Validity of Director actions</b> .....	9
<i>APPOINTMENT AND RETIREMENT OF DIRECTORS</i> .....	9
<b>23. Number of Directors</b> .....	9
<b>24. Appointment of Directors and retirement of Directors by rotation</b> .....	9
<b>25. Disqualification and removal of Directors</b> .....	10
PATRONS.....	10
<b>26. Patrons</b> .....	10
MEMBERS.....	10
<i>BECOMING AND CEASING TO BE A MEMBER</i> .....	10
<b>27. Becoming and ceasing to be a member</b> .....	10
<i>MEETINGS AND COMPANY RESOLUTIONS</i> .....	11
<b>28. Decisions of the Member</b> .....	11
ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS .....	11
<b>29. Notices</b> .....	11
<b>30. Communications to the Company</b> .....	11

<b>31. Secretary</b> .....	12
<b>32. Irregularities</b> .....	12
<b>33. Minutes</b> .....	12
<b>34. Records and accounts</b> .....	12
<b>35. Exclusion of model articles</b> .....	13
WINDING UP .....	13
<b>36. Winding up</b> .....	13
SCHEDULE .....	14
<b>Defined terms</b> .....	14

## **The Companies Act 2006**

### **Company Limited by Guarantee and not having a Share Capital**

#### **Articles of Association of The Voices Project**

### **INTERPRETATION**

#### **1. Defined terms**

The interpretation of these Articles is governed by the provisions set out in the Schedule at the end of the Articles.

### **OBJECTS AND POWERS**

#### **2. Objects**

The objects of the Company are:

- 2.1 to promote the relief and assistance of the victims of war, conflict or natural disaster;
- 2.2 to promote national and international conflict resolution and reconciliation; and
- 2.3 to advance any other charitable, benevolent or philanthropic purpose.

#### **3. Powers**

To further its objects the Company may:

- 3.1 provide and assist in the provision of money, materials or other help;
- 3.2 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;
- 3.3 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any medium;
- 3.4 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;
- 3.5 provide or procure the provision of counselling and guidance;
- 3.6 provide or procure the provision of advice;
- 3.7 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations;
- 3.8 enter into contracts to provide services to or on behalf of other bodies;

- 3.9 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;
- 3.10 dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Directors think fit;
- 3.11 borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds, including charging property as security for the repayment of money borrowed or as security for a grant or the discharge of an obligation;
- 3.12 set aside funds for special purposes or as reserves against future expenditure;
- 3.13 invest the Company's money not immediately required for its objects in or upon any investments, securities, or property;
- 3.14 arrange for investments or other property of the Company to be held in the name of a nominee or nominees and pay any reasonable fee required;
- 3.15 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;
- 3.16 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 3.17 accept (or disclaim) gifts of money and any other property;
- 3.18 raise funds by way of subscription, donation or otherwise;
- 3.19 trade in the course of carrying out the objects of the Company and carry on any other trade which is not expected to give rise to taxable profits;
- 3.20 incorporate and acquire subsidiary companies to carry on any trade;
- 3.21 engage and pay employees, consultants and professional or other advisers;
- 3.22 make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;
- 3.23 establish and support or aid in the establishment and support of any other organisations;
- 3.24 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body;
- 3.25 pay out of the funds of the Company the costs of forming and registering the Company;
- 3.26 insure the property of the Company against any foreseeable risk and take out other insurance policies as are considered necessary by the Directors to protect the Company;

- 3.27 provide indemnity insurance for the Directors or any other officer of the Company; and
- 3.28 do all such other lawful things as may further the Company's objects.

#### **LIMITATION ON PRIVATE BENEFITS**

#### **4. Limitation on private benefits**

- 4.1 The income and property of the Company shall be applied solely towards the promotion of its objects.

##### *Permitted benefits to the Member*

- 4.2 No part of the income and property of the Company may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to the members of the Company. This shall not prevent any payment in good faith by the Company of:
  - 4.2.1 reasonable and proper remuneration to a member for any goods or services supplied to the Company by the member;
  - 4.2.2 interest at a reasonable and proper rate on money lent by a member to the Company; and
  - 4.2.3 any reasonable and proper rent for premises let by a member to the Company.

#### **LIMITATION OF LIABILITY AND INDEMNITY**

#### **5. Liability of the Member**

The liability of the members is limited to £1, being the amount that the members undertake to contribute to the assets of the Company in the event of the Company being wound up while it is a member or within one year after it ceases to be a member, for:

- 5.1 payment of the Company's debts and liabilities contracted before it ceases to be a member;
- 5.2 payment of the costs, charges and expenses of winding up; and
- 5.3 adjustment of the rights of the contributories among themselves.

#### **6. Indemnity**

Without prejudice to any indemnity to which a Director may otherwise be entitled, every Director of the Company shall be indemnified out of the assets of the Company in relation to any liability incurred by him or her in that capacity but only to the extent permitted by the Companies Acts; and every other officer of the Company may be indemnified out of the assets of the Company in relation to any liability incurred by him or her in that capacity, but only to the extent permitted by the Companies Acts.

## **DIRECTORS**

### ***DIRECTORS' POWERS AND RESPONSIBILITIES***

#### **7. Directors' general authority**

Subject to the Articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

#### **8. Chair**

The Directors may appoint one of their number to be the Chair of the Directors for such term of office as they determine and may at any time remove him or her from that office.

#### **9. Directors may delegate**

9.1 Subject to the Articles, the Directors may delegate any of their powers or functions to any committee.

9.2 Subject to the Articles, the Directors may delegate the implementation of their decisions or day to day management of the affairs of the Company to any person or committee.

9.3 Any delegation by the Directors may be:

9.3.1 by such means;

9.3.2 to such an extent;

9.3.3 in relation to such matters or territories; and

9.3.4 on such terms and conditions;

as they think fit.

9.4 The Directors may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person or committee to whom they are delegated.

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

9.6 The Directors 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.

#### **10. Committees**

10.1 In the case of delegation to committees:

- 10.1.1 the resolution making the delegation must specify those who shall serve or be asked to serve on the committee (although the resolution may allow the committee to make co-options up to a specified number);
  - 10.1.2 the composition of any committee shall be entirely in the discretion of the Directors and may include such of their number (if any) as the resolution may specify;
  - 10.1.3 the deliberations of any committee must be reported regularly to the Directors and any resolution passed or decision taken by any committee must be reported promptly to the Directors and every committee must appoint a secretary for that purpose;
  - 10.1.4 the Directors may make such regulations and impose such terms and conditions and give such mandates to any committee as they may from time to time think fit; and
  - 10.1.5 no committee shall knowingly incur expenditure or liability on behalf of the Company except where authorised by the Directors or in accordance with a budget which has been approved by the Directors.
- 10.2 The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Directors so far as they apply and are not superseded by any regulations made by the Directors.

## **11. Delegation of day to day management powers**

In the case of delegation of the day to day management of the Company to a chief executive or other manager or managers:

- 11.1 the delegated power shall be to manage the Company by implementing the policy and strategy adopted by and within a budget approved by the Directors and (if applicable) to advise the Directors in relation to such policy, strategy and budget;
- 11.2 the Directors shall provide any manager with a description of his or her role and the extent of his or her authority; and
- 11.3 any manager must report regularly to the Directors on the activities undertaken in managing the Company and provide them regularly with management accounts which are sufficient to explain the financial position of the Company.

## **12. Delegation of investment management**

The Directors may delegate the management of investments to a Financial Expert or Experts provided that:

- 12.1 the investment policy is set down in Writing for the Financial Expert or Experts by the Directors;
- 12.2 timely reports of all transactions are provided to the Directors;
- 12.3 the performance of the investments is reviewed regularly with the Directors;

- 12.4 the Directors are entitled to cancel the delegation arrangement at any time;
- 12.5 the investment policy and the delegation arrangements are reviewed regularly;
- 12.6 all payments due to the Financial Expert or Experts are on a scale or at a level which is agreed in advance and are notified promptly to the Directors on receipt; and
- 12.7 the Financial Expert or Experts must not do anything outside the powers of the Directors.

### ***DECISION-MAKING BY DIRECTORS***

#### **13. Directors to take decisions collectively**

- 13.1 The general rule about decision-making by Directors is that any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Article 19.
- 13.2 If the Company only has one director, Article 13.1 does not apply, and the Director may take decisions without regard to any of the provisions of the Articles relating to Directors' decision-making.

#### **14. Calling a Directors' meeting**

- 14.1 A Director may (and the Secretary, if any, must at the request of a Director) call a Directors' meeting.
- 14.2 A Directors' meeting must be called by at least seven Clear Days' notice unless either:
  - 14.2.1 all the Directors agree; or
  - 14.2.2 urgent circumstances require shorter notice.
- 14.3 Notice of Directors' meetings must be given to each Director.
- 14.4 Every notice calling a Directors' meeting must specify:
  - 14.4.1 the place, day and time of the meeting;
  - 14.4.2 the general nature of the business to be considered at such meeting; and
  - 14.4.3 if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 14.5 Notice of Directors' meetings need not be in Writing.
- 14.6 Article 29 shall apply, and notice of Directors' meetings may be sent by Electronic Means to an Address provided by the Director for the purpose.



## **15. Participation in Directors' meetings**

15.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:

15.1.1 the meeting has been called and takes place in accordance with the Articles; and

15.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting (for example via telephone or video conferencing).

15.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.

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

## **16. Quorum for Directors' meetings**

16.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

16.2 The quorum for the transaction of the business of the Directors may be fixed by a decision of the Member as sole member but it shall never be less than two unless where there is a sole Director, in which case the quorum shall be one.

16.3 If the total number of Trustees for the time being is less than the quorum required, the Trustees must not take any decision other than a decision to ask the Member to appoint further Trustees.

## **17. Chairing of Directors' meetings**

The Chair, if any, or in his or her absence another Director nominated by the Directors present shall preside as chair of each Directors' meeting.

## **18. Casting vote**

18.1 If the numbers of votes for and against a proposal at a Directors' meeting are equal, the chair of the meeting has a casting vote in addition to any other vote he or she may have.

18.2 Article 18.1 does not apply if, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

## **19. Unanimous decisions without a meeting**

19.1 A decision is taken in accordance with this Article 19 when all of the Directors indicate to each other by any means (including without limitation by Electronic Means, such as by email or by telephone) that they share a common view on a matter. The Directors cannot rely on this Article to make a decision if one or more of the

Directors has a Conflict of Interest which, under Article 20, results in them not being entitled to vote.

- 19.2 Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by each Director or to which each Director has otherwise indicated agreement in Writing.
- 19.3 A decision which is made in accordance with this Article 19 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:
  - 19.3.1 approval from each Director must be received by one person being either such person as all the Directors have nominated in advance for that purpose or such other person as volunteers if necessary (“the Recipient”), which person may, for the avoidance of doubt, be one of the Directors;
  - 19.3.2 following receipt of responses from all of the Directors, the Recipient must communicate to all of the Directors (by any means) whether the resolution has been formally approved by the Directors in accordance with this Article 19.3;
  - 19.3.3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval; and
  - 19.3.4 the Recipient must prepare a minute of the decision in accordance with Article 33 (minutes).

## **20. Director interests and management of conflicts of interest**

### *Declaration of interests*

- 20.1 Unless Article 20.2 applies, a Director must declare the nature and extent of:
  - 20.1.1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Company; and
  - 20.1.2 any duty or any direct or indirect interest which he or she has which conflicts or may conflict with the interests of the Company or his or her duties to the Company.
- 20.2 There is no need to declare any interest or duty of which the other Directors are, or ought reasonably to be, already aware.

### *Participation in decision-making*

- 20.3 Subject to Articles 20.4 and 20.5, a Director shall not vote at a meeting of Directors or of a committee of Directors or participate in decision making outside a meeting if he or she has an interest in the matter to be decided which conflicts or may conflict with the interests of the Company; and a Director shall not be counted in the quorum present at a meeting in relation to a resolution on which he or she is not entitled to vote.

- 20.4 The Company may by ordinary resolution authorise a Director's conflict of interest either generally or in respect of a particular matter following which provided the interest is not a personal financial interest the Director shall be entitled to vote and be counted in the quorum.
- 20.5 Any conflict of interest arising solely as a result of a Director also being a director, employee or agent of the Member is hereby authorised.
- 20.6 Where proposals are under consideration concerning the appointment of two or more Directors to offices or employments with the Company or any body corporate in which the Company is interested the proposals may be divided and considered in relation to each Director separately and provided he or she is not for another reason precluded from voting each of the Directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution except that concerning his or her own appointment.

**21. Register of Directors' interests**

The Directors must cause a register of Directors' interests to be kept.

**22. Validity of Director actions**

All acts done by a person acting as a Director shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Director.

*APPOINTMENT AND RETIREMENT OF DIRECTORS*

**23. Number of Directors**

There shall be at least one Director.

**24. Appointment of Directors and retirement of Directors by rotation**

Those persons notified to the Registrar of Companies as the first directors of the Company shall be the first Directors.

*Appointment of Directors*

- 24.1 Any person who is willing to act as a Director may be appointed to be a Director by the Member (acting through an authorised representative) serving notice in Writing on the Company. The Member may specify terms of office which shall apply to the Director, but if no such term is specified when the Director is appointed, he or she shall remain in office until he or she ceases to hold office in accordance with Article 25.

*Minimum age*

- 24.2 No person may be appointed as a Director unless he or she has reached the age of 18 years.

## **25. Disqualification and removal of Directors**

A Director shall cease to hold office if:

- 25.1 he or she ceases to be a director by virtue of any provision of the Companies Act 2006, or is prohibited from being a director by law;
- 25.2 the Directors reasonably believe he or she has become physically or mentally incapable of managing his or her own affairs and they resolve that he or she be removed from office;
- 25.3 notification is received by the Company from him or her that he or she is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least one Director will remain in office when such resignation has taken effect);
- 25.4 he or she fails to attend three consecutive meetings of the Directors and the Directors resolve that he or she be removed for this reason;
- 25.5 he or she has reached the end of the term of office specified by the Member in accordance with Article 24.1 on his or her appointment and has not been reappointed by the Member; or
- 25.6 the Member serves notice in Writing on the Company that he or she be removed from office.

## **PATRONS**

### **26. Patrons**

The Directors may appoint and remove any individual(s) as patron(s) of the Company on such terms as they shall think fit. A patron (if not the Member) shall have the right to be given notice of, to attend and speak (but not vote) at any general meeting of the Company and shall also have the right to receive accounts of the Company when available to the Member.

## **MEMBERS**

### ***BECOMING AND CEASING TO BE A MEMBER***

### **27. Becoming and ceasing to be a member**

- 27.1 The Member is the sole member of the Company.
- 27.2 In the event of a bona fide reconstruction of the Member without insolvency the Directors shall admit its successor organisation as member.
- 27.3 Subject to Article 27.4, the membership is not transferable.
- 27.4 In the event that the Member goes into liquidation otherwise than for the purpose of a bona fide reconstruction without insolvency or has an administrator or a receiver or an administrative receiver appointed over all its assets or an order made or a resolution

passed for its winding up or is subject to equivalent proceedings in any other jurisdiction, the Member's membership shall automatically cease, and the Directors shall after consultation (as far as practicable) with representatives of the former Member admit any other person or persons willing to become the Member of the Company to membership.

- 27.5 Except as specified in Article 27.4, the Director shall not have power to admit new members of the Company.

### ***MEETINGS AND COMPANY RESOLUTIONS***

#### **28. Decisions of the Member**

- 28.1 Decisions of the Member in respect of the Company can be made:

28.1.1 by an authorised representative of the Member notifying the Company of a decision the Member has made. Such notifications shall be in writing and made within 14 days of the date of the decision;

28.1.2 by passing a written resolution in accordance with the provisions of the Companies Acts; or

28.1.3 by passing a resolution at a general meeting convened and held in accordance with the provisions of the Companies Acts.

- 28.2 Communications in relation to written resolutions shall be sent to the Company's auditors in accordance with the Companies Acts.

### **ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS**

#### **29. Notices**

- 29.1 Any notice to be given to or by any person pursuant to the Articles shall be in Writing to an Address for the time being notified for that purpose to the person giving the notice. A notice calling a meeting of the Trustees need not be in Writing.

- 29.2 The Company may give any notice to the Member either personally or by sending it by post in a prepaid envelope addressed to the Member at its registered address or by leaving it at that address or by Electronic Means to an Address provided for that purpose.

- 29.3 Proof that an envelope containing a notice was properly addressed, prepaid and posted or proof that a communication sent by Electronic Means has been transmitted to the proper Address shall be conclusive evidence that the notice was given. A notice shall, unless the contrary is proved, be deemed to be given 48 hours after the envelope containing it was posted or in the case of a notice contained in a communication sent by Electronic Means 48 hours after the time it was transmitted.

#### **30. Communications to the Company**

The provisions of the Companies Acts shall apply to communications to the Company.

### **31. Secretary**

A Secretary may be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit, and may be removed by them. If there is no Secretary:

- 31.1 anything authorised or required to be given or sent to, or served on, the Company by being sent to its Secretary may be given or sent to, or served on, the Company itself, and if addressed to the Secretary shall be treated as addressed to the Company; and
- 31.2 anything else required or authorised to be done by or to the Secretary of the Company may be done by or to a Director, or a person authorised generally or specifically in that behalf by the Directors.

### **32. Irregularities**

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

### **33. Minutes**

The Directors must cause minutes to be made:

- 33.1 of all appointments of officers made by the Directors;
- 33.2 of all resolutions of the Company and of the Directors (including, without limitation, decisions of the Directors made without a meeting); and
- 33.3 of all proceedings at meetings of the Company and of the Directors, and of committees of Directors, including the names of the Directors present at each such meeting;

and any such minute, if purported to be signed (or in the case of minutes of Directors' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Director of the Company, be sufficient evidence of the proceedings.

### **34. Records and accounts**

- 34.1 The Directors shall comply with the requirements of the Companies Acts as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies of:

- 34.1.1 annual reports;
- 34.1.2 annual returns; and
- 34.1.3 annual statements of account.

34.2 Except as provided by law or authorised by the Directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or Documents merely by virtue of being a member.

**35. Exclusion of model articles**

The relevant model articles for a company limited by guarantee are hereby expressly excluded.

**WINDING UP**

**36. Winding up**

36.1 If any property remains after the Company has been wound up or dissolved and the debts and liabilities have been satisfied it may not be paid to the members of the Company, but must be given to some institution or institutions with similar objects to the Company. The institution or institutions to benefit must be chosen by resolution of the Directors at or before the time of winding up or dissolution.

**SCHEDULE**  
**INTERPRETATION**

**Defined terms**

1. In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

<b>Term</b>	<b>Meaning</b>
1.1 “Address”	includes a postal or physical address and a number or address used for the purposes of sending or receiving Documents or information by Electronic Means;
1.2 “Articles”	the Company’s articles of association;
1.3 “Chair”	has the meaning given in Article 8;
1.4 “Company”	The Voices Project;
1.5 “Circulation Date”	in relation to a written resolution, has the meaning given to it in the Companies Acts;
1.6 “Clear Days”	in relation to the period of a notice, 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;
1.7 “Companies Acts”	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Company;
1.8 “Document”	includes summons, notice, order or other legal process and registers and includes, unless otherwise specified, any document sent or supplied in Electronic Form;
1.9 “Electronic Form” and “Electronic Means”	and have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
1.10 “Financial Expert”	an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000;
1.11 “Hard Copy” and “Hard Copy Form”	have the meanings respectively given to them in the Companies Act 2006;
1.12 “Member”	means Purpose Europe Limited (company number 08340026), a private company registered in England and Wales, or any successor



<b>Term</b>	<b>Meaning</b>
	organisation admitted in accordance with Article 27.4;
1.13 “Public Holiday”	means Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the company is registered;
1.14 “Secretary”	the secretary of the Company (if any);
1.15 “Director”	a director of the Company, and includes any person occupying the position of director, by whatever name called; and
1.16 “Writing”	the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise.
<b>2.</b>	Subject to paragraph 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.
<b>3.</b>	Unless the context otherwise requires, words or expressions contained in the Articles which are not defined in paragraph 1 above bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles became binding on the Company.