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ARTICLES OF ASSOCIATION

CENTRE FOR STUDIES ON INCLUSIVE EDUCATION LIMITED

1. PRELIMINARY

In these Articles the words standing in the first column of the table set out below shall bear the meanings set opposite them respectively in the second column hereof if not inconsistent with the subject or context.

WORDS	MEANINGS
The Act	The Companies Act 1985
The Articles	These Articles of Association and the Regulations of Centre for Studies on Inclusive Education Limited from time to time in force
The Company	The above-named Company
The Council	The Council for the time being of the Company
Office	The registered office of the Company
Seal	The Common Seal of the Company
Month	Calendar Month
In Writing	Written printed or lithographed or partly one and partly another and other modes of representing or reproducing words in a visible form
Member	A member of the Company
United Kingdom Isle of Man	Great Britain and Northern Ireland and the Channel Islands and the

The expression "secretary" shall include any person appointed by the Council to perform any of the duties of the Secretary.

Words importing the singular number shall include the plural number and vice versa.

Words importing persons shall include corporations.

Subject as aforesaid any words or expressions defined in the Act shall if not consistent with the subject or context bear the same meanings in the Articles.

2. OBJECTS OF THE COMPANY

The Company is established for the purposes expressed in the Memorandum of Association and for any such purposes it may exercise all the powers conferred by Section 35 of the Act.

3. MEMBERS

(a) The number of members with which the Company proposes to be registered is 10 but the Council may from time to time register an increase in members.

(b) The following shall be the members of the Company:-

(i) The subscribers to the Memorandum of Association;

(ii) The Council of the Company;

(iii) Any other persons provided that they support the objects and purposes of the Company; they make written application to the Secretary of the Company at the registered address; and are elected to be a member of the Company by resolution of the Council which election to membership shall be in the absolute discretion of the Council who shall not be bound to assign any reason for its decision.

(c) The subscribers to the Memorandum of Association shall be the first members of the Company.

4. REGISTER OF MEMBERS

The Council shall keep a register of members of the Company.

5. SUBSCRIPTIONS

Unless and until otherwise determined in General Meeting, there shall be no subscriptions payable by members.

6. TERMINATION OF MEMBERSHIP

(a) Any member of the Company shall cease to be a member:-

(i) upon receipt by the Secretary of the Council of that member's resignation;

(ii) if a resolution of which notice has been duly given is passed at a General Meeting of the Company by not less than two-thirds of the votes of the members present and voting that the membership of that member be terminated for a good and sufficient reason provided that the member in question shall have the right to attend and be heard by the Council of the Company before a final decision shall be made. If the member does not attend and will not resign within 48 hours after being so called upon the Council of the Company may by resolution terminate the membership.

(b) Any member whose membership shall have ceased shall be eligible for re-admission as a member, except that any member who has been expelled from membership under Article 6 (a) (ii) shall be re-admitted only a resolution of which notice has been duly given passed at a General Meeting of the Company by not less than two-thirds of the votes of the members present and voting.

7. GENERAL MEETING

(i) The Company shall in each year hold a General Meeting as its Annual General Meeting, in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and not more than 15 months shall elapse between the date of one Annual General Meeting of the Company and that of the next. Provided that so long as the Company holds its first Annual General Meeting within 18 months of its incorporation or in the following year. The Annual General Meeting shall be held at such time and place as the Council shall appoint.

(ii) All General Meetings other than the Annual General Meeting shall be called Extraordinary General Meetings. An Extraordinary General Meeting of the Company may be convened by the Council or in default as provided by Section 368 of the Act.

8. NOTICE OF GENERAL MEETINGS

(i) In the case of an Annual General Meeting or a meeting convened to pass a Special Resolution twenty-one days' notice at least and in the case of any other General Meeting, fourteen days' at least (exclusive in every case of the day on which notice is served, or deemed to be served and of the day of the meeting) specifying the place, the day and hour of the meeting, and in the case of business not being routine business, the general nature of such business shall be given in a manner hereinafter mentioned to the Auditors and to each member with a registered address within the United Kingdom; Provided that the

accidental omission to give such notice to, or the non-receipt of such notice, by any such person entitled to receive the same shall not invalidate any resolution passed or proceedings at any such meetings. With the consent of all the members entitled to attend and vote or of such proportion of them as it is prescribed by the Act and in the case of a meeting other than an Annual General Meeting, a meeting may be convened upon a shorter notice and in such a manner as such members or such proportion thereof may approve.

(ii) Routine business shall mean and include only business transacted at an Annual General Meeting of the following type, that is to say: the consideration of the Accounts and balance sheet and the ordinary reports of the Council and Auditors and election of members of the Council, the fixing of the remuneration of the Auditors and any ordinary resolution of which notice shall have been given in the manner provided in the next following Article.

9. PROCEEDINGS AT GENERAL MEETINGS

(i) Any member entitled to be present and vote at General Meetings may submit to any General Meeting any resolution which may properly be moved at the General Meeting, provided that within the prescribed time before the day appointed for the meeting she/he shall have served upon the Secretary of the Company at the registered address a notice in writing signed by her/him containing the proposed resolution and stating her/his intention to submit the same. The prescribed time above mentioned shall be such that, between the date on which the notice is served or deemed to be served and the day appointed for the meeting, there shall not be less than eight or in the case of a Special Resolution fifteen, intervening days.

(ii) Upon receipt of any such notice as in the last preceding Article mentioned, the Secretary shall, in any case where the notice of intension is received before the notice of the meeting is issued and it is convenient for her/him to do so, include it in the notice of the meeting and shall in any other case as quickly as possible give to the persons entitled to notice of the meeting notice that such resolution will be proposed. The provisions of this and the last preceding Article shall only have effect subject to the provisions of Section 378 of the Act.

(iii) No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. For all purposes the quorum shall be five members present in person or one-tenth of the membership whichever is the greater.

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

(v) The Chair or Vice-Chair of the Council of the Company shall take the Chair at all meetings of the Company, unless otherwise determined by the Council.

(vi) The Chair may with the consent of any Meeting at which a quorum is present and shall, if so directed by the Meeting, adjourn any meeting from time to time, and from place to place as the Meeting shall determine. Whenever a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given in the same manner as in the case of an original Meeting. Save as aforesaid, no member shall be entitled to any notice of an adjournment or of the business to be transacted at an adjourned meeting. No business shall be transacted at the meeting from which the adjournment took place.

(vii) Except where a ballot is determined or directed, every matter shall be decided on a show of hands and every member shall have one vote.

(viii) A ballot may be demanded by not less than five members of the Company, or may be directed by the Chairperson, either before or immediately after a vote by a show of hands.

(ix) In the case of an equality of votes, whether on a show of hands or ballot, the Chair of the meeting at which the show of hands takes place or at which the ballot is demanded shall be entitled to a second or casting vote.

(x) Subject to the provisions of the Act a resolution in writing signed by all the members for the time being entitled to receive notice of and to attend and vote at General Meetings shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held.

10. COUNCIL

(i) Unless otherwise determined in General Meeting the number of members of the Council shall not be less than three or more than seven provided that the number of members of the Council shall not be reduced below three.

(ii) Every member of the Company shall be eligible for membership of the Council.

(iii) Membership of the Committee shall be in an individual rather than a representative capacity unless otherwise agreed by the Council;

11. ELECTION OF THE COUNCIL

(i) The following members shall be the first members of the Council:

Patricia Potts, 52 Grasmere Road, London N10 2DJ

Elizabeth Arrondelle, 52 Maganaville Road,
Bishops Stortford, Hertfordshire CM23 4DW

Peter Newell, 254 Alexandra Park Road, London N22 4BG

Philippa Russell, 8 Wakely Street, London EC1V 7QE

(ii) Subject to Article 11 (i) the members of the Council shall be elected at each Annual General Meeting of the Company and shall hold office from the end of the meeting at which they are elected.

(iii) Members of the Council shall hold office until the end of the Annual General Meeting next following their election or co-option.

(iv) The Council shall have power to fill a casual vacancy on the Council from the membership and such a person shall hold office from the end of the meeting at which she/he is elected until the end of the Annual General Meeting next following such election.

12. TERMINATION OF MEMBERSHIP OF COUNCIL

(a) The office of a member of the Council shall be vacated if any of the following events occur:-

(i) If she/he becomes liable to be detained subject to guardianship under Part IV of the Mental Health Act 1959 (or under any statutory modification or re-enactment thereof or similar Act for the time being in force); or

(ii) if she/he resigns in writing to the Secretary of the Company at the registered office; or

(iii) if she/he becomes disqualified from being a director by reason of any Order made under the Act; or

(iv) if she/he ceases to be member of the Company under a Resolution duly passed in accordance with Article 6 (a) (ii); or

(v) if she/he ceases to be member of the Council by virtue of Section 293 of the Act; or

(vi) if she/he is directly or indirectly interested in any contract with the Company and fails to declare the nature of her/his interest as required by Section 317 of the Act; or

(vii) if she/he ceases to be a member of the Company; or

(viii) if she/he becomes bankrupt or enters into any arrangement with her/his creditors.

(b) A General Meeting may by Ordinary Resolution, of which special notice shall have been given, remove any member of the Council before the expiration of her/his period of office for a good and sufficient reason provided that the member in question shall have the right to attend and be heard by the Council of the Company before a final decision is made. If the member does not attend and will not resign within 48 hours after being so called upon the Council of the Company may by resolution terminate the membership.

(c) New elections to the Council shall be held if at any one time the number of Council Members shall have fallen below three. The new Council shall hold office from the end of the General Meeting in which they are elected until the end of the Annual General Meeting next following their election.

13. PROCEEDINGS OF THE COUNCIL

(i) The Council shall hold not less than four meetings per year.

(ii) Meetings of the Council may be convened by the Secretary at any time and shall be convened by the Secretary within 10 days of the written request of not less than two members of the Council.

(iii) At least 7 days' notice of any meeting of the Council shall be given to all members of the Council provided that the accidental omission to give such notice by any persons shall not invalidate the proceedings of any such meeting.

(iv) With the consent of all members of the Council a meeting of the Council may be convened upon shorter notice.

(v) At any meeting of the Council three members shall be a quorum.

(vi) The continuing members of the Council may act notwithstanding any vacancy in their body, provided that in case the elected members of the Council shall at any time be reduced in number to less than three, it shall be lawful for the remaining members of the Council to act for the purposes of increasing their number by summoning a General Meeting but not for any other purpose.

(vii) The Council shall elect a Chairperson for each meeting. They shall also elect a Secretary.

(viii) Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chairperson shall have a second or casting vote.

(ix) If at any meeting the Chairperson is not present, within ten minutes after the time appointed for holding the meeting the members of the Council present may choose one of their number to Chair the meeting.

(x) A meeting of the Council at which a quorum is present shall be competent to exercise all the authorities powers and discretion by or under the regulations of the Company for the time being vested in the Council generally.

(xi) The Council may delegate (with or without power to sub-delegate) any of its power to sub-committees consisting of such members of its body or such other persons whether or not members of the Company or any combination thereof as it thinks fit. Any such sub-committee shall in the execution of the powers so delegated conform to any regulations imposed on it by the Council. The meetings and proceedings of any such sub-committee shall be governed by the provisions of these Articles for regulating the meetings and proceedings of the Council so far as applicable and so far as the same shall not be superseded by any regulations made by the Council as aforesaid provided all acts and proceedings of any such sub-committees to whom such powers are delegated shall be reported back to the Council as soon as possible. The majority of the members of any such sub-committee must be members of the Council.

(xii) All acts bona fide done by any meeting of the Council or any sub-committee of the Council or by any person acting as a member of the Council shall notwithstanding it be afterwards discovered that there was some defect in the appointment of any such member of the Council or sub-committee or person acting as aforesaid 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 member of the Council or sub-committee as the case may be.

(xiii) Any member of staff of the Company may be invited from time to time by the Council to attend and speak at any meeting of the Council and shall only act in an advisory and non-voting capacity provided that no such person shall be invited to attend any meeting at which his or her conditions of service are being discussed.

(xiv) The Council shall cause proper Minutes to be made of all appointments of officers made by the Council and of the proceedings of all General meetings of the Company and of the Council and of sub-committees of the Council and all business transacted at such meetings and any such Minutes of any meeting and any extract of such Minutes if purporting to be signed by the Chairman of such meeting shall be sufficient evidence without any further proof of the facts therein stated. All such Minutes shall be available for inspection by members of the Company.

(xv) A Resolution in writing signed by all the members of the Council for the time being entitled to receive notice of meetings of the Council or by all the members of any sub-committee of the Council shall be as valid and effectual as if it had been passed at a meeting of the Council or of such sub-committee duly convened and constituted.

(xvi) The Council shall have power at their discretion to reimburse members of the Council or of any sub-committee of the Council or any Trustees in respect of their

reasonable out of pocket expenses incurred in connection with the business of the Company.

14. THE POWERS OF THE COUNCIL

(i) The affairs of the Company shall be managed by the Council who may pay all expenses of and preliminary and incidental to the promotion formation establishment and registration of the Company as they think fit and may exercise all such powers of the Company and do on behalf of the Company all such acts as may be exercised and done by the Company and as are not by the Act or by the Articles required to be exercised or done by either the Company in General Meeting or otherwise subject nevertheless to any regulations of the Articles to the provisions of the Act and to such resolutions being not inconsistent with the aforesaid regulations or provisions as may be passed by the Company in General Meeting shall invalidate any prior act of the Council which would have been valid if such resolution had not been passed.

(ii) All cheques promissory notes drafts bills of exchange and other negotiable instruments and all receipts for monies paid to the Company shall be signed drawn accepted endorsed or otherwise executed as the same may be in such manner as the Council shall from time to time by resolution determine.

15. THE SEAL

The Seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Council and in the presence of at least two members of the Council or one member of the Council and the Secretary and the said members of the Council and Secretary shall sign every instrument to which the Seal shall be so affixed in their presence and in favour of any purchaser or person bona fine dealing with the Company such signatures shall be conclusive evidence of the fact that the Seal was properly affixed.

16. ACCOUNTS

(a) The Council shall cause proper books of account to be kept with respect to:-

(i) all sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure takes place;

(ii) all sales and purchases of goods by the Company; and

(iii) the assets and liabilities of the Company.

Proper books shall not be deemed to be kept if there are not kept such books of accounts as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions.

(b) The books of account shall be kept at the office or (subject to Section 222 of the Act) at such other place or places as the Council shall think fit and shall during normal office hours be open to the inspection of the members of the Council and other members authorised by them.

(i) a member of the Company;

(ii) an employee of the Company;

(iii) a member of the Council;

(iv) any person interested in any contract (other than a contract arising from his employment and duties as Auditor) with the Company; and

(v) any person who is a partner or in the employment of a person in categories (i) to (iv) above.

17. NOTICES

(i) Any notice or document may be served by the Company on any member of the Company or of the Council either personally or by sending it through the post in a first class prepaid letter addressed to such persons at the registered address (being within the United Kingdom) appearing in the Register of Members or the Register of Members of the Council (as the case may be) or to such other address within the United Kingdom as she/he may supply to the Company for the giving of notices to him/her and any notice so served by the post shall be deemed to have been duly served notwithstanding that such person be then dead dissolved or bankrupt and whether or not the Company have notice of his/her death dissolution or bankruptcy. Provided that notice of any meeting or adjourned meeting at which it is intended to propose any resolution under Article 6 (a) (ii) shall be served on any member mentioned in such resolution either personally or by sending the same by recorded delivery post to such registered or other address as aforesaid.

(ii) Any notice or document served by post shall be deemed to have been served at the expiration of 24 hours after the letter containing the same is posted and in proving such service it shall be sufficient to show that the letter containing the notice or documents was properly addressed stamped and posted.

19. INDEMNITY

The members of the Council Auditors Secretary and other officers for the time being of the Company and the Trustees (if any) for the time being acting in relation to any of the affairs of the Company shall be indemnified and secured harmless out of the assets of the Company from and against all actions costs charges losses damages and expenses which they or any of them or their or any of their representatives shall or may incur or sustain by or by the execution of their duty or supposed duty in their respective offices or trusts and none of them shall be answerable for the acts receipts and neglects or default of the others or other of them or for the joining in any receipts for the sake of conformity or for any bankers or other persons with whom any monies or effects belonging to the Company shall be placed out or invested provided reasonable supervision shall have been exercised or for any other loss misfortune or damage which may happen in the execution of their respective offices or trusts or in relation thereto or by reason of any other matter of thing other than wilful and individual fraud, wrongdoing or wrongful permission on the part of the Office or Trustee who is sought to be made liable but the provisions of this Article shall only have effect insofar as they are not avoided by Section 205 of the Act.

20. WINDING-UP

The provisions of Clause 7 of the Memorandum of Association relating to the winding-up or dissolution of the Company shall have effect and be observed as if the same were repeated in these Articles.