

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF

BRIUM

Company Number

Incorporated on

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COMPANY NAME

1. The Company's name is "BRIUM" ("the Company").

OBJECTS AND POWERS

2. The objects of the Company are:-

2.1. To provide courses, training, support and facilities so as to create and encourage opportunities for people to recover from physical and mental ill health and to help them to function to their greatest potential.

2.2. To develop and deliver training courses and materials for employers in the public, private and tertiary sectors to enable them to enhance the wellbeing of their employees.

2.3. To employ and train people to develop and deliver courses and services to organisations in the public, private and tertiary sectors.

2.4. To provide housing, accommodation, meeting rooms, facilities and clubhouses, for the use and wellbeing of the community and in particular those with physical and mental health issues so as to enable and encourage all people to develop and build on existing strengths and to achieve their ambitions and goals.

2.5. To develop opportunities in partnership with organisations and individuals in the community which lead to, and maintain the general wellbeing of individuals and groups.

2.6. To do all such things as are incidental or conducive to the attainment of the above objects or which, in the opinion of the directors, can be carried on in conjunction with or ancillary to them.

3. In order to achieve any of the objects listed above the Company may:

(a) raise funds by any means, including raising subscriptions from members, obtaining donations and grants from any persons or organisations and the holding of money-raising events of any kind;

(b) open and operate one or more bank accounts;

(c) borrow money on such terms and giving such security (if any) as the Directors think fit, and for these purposes the Company may execute any type of mortgage, charge, debenture or security over the Company's property;

(d) lend money and give credit to any person, company or organisation on such terms and on such security (if any) as the Directors think fit;

(e) invest any of the Company's money that is not immediately required in such investments, securities or property as the Directors think fit (but subject to any conditions or consents that may be imposed by law);

(f) acquire any land or buildings (whether freehold, leasehold or on licence) and any rights over or connected with any property; construct, maintain, improve, develop and alter any such land or buildings; sell, grant leases or licences over, dispose of, mortgage or turn to account any such land or buildings;

(g) subject to the provisions of these Articles, employ full-time and part-time officers and employees and contract for services to be provided by any person, or organisation; and pay wages, salaries and fees for any services rendered to the Company and make reasonable provision for paying pensions, superannuation, sickness, redundancy and other benefits and make reasonable provision for the welfare of officers and employees and their relatives and dependants;

(h) engage solicitors, accountants and other professional advisers to advise and act for the Company and pay the fees and expenses of any such persons; pay the expenses of forming and registering the Company;

(i) join or co-operate with any other organisation having objects similar to or compatible with those of the Company, and support any such organisation (including by making grants or loans), provided that organisation is not formed or established for the purposes of profit and provided its constitution prohibits the distribution of its income and property to at least as great an extent as is imposed on the Company by these Articles;

(j) do all such other things which are lawful and necessary or expedient for the promotion of the Company's objects.

NO DISTRIBUTION OF ASSETS

4. The Company's income and property may be used only for the promotion of its objects and no part of the income or property may be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise to any member or members of the Company.

Nothing in this clause shall prevent:

(a) the payment in good faith of reasonable and proper remuneration to any director, member, officer or employee of the Company for any services rendered to the Company, or the reimbursement of reasonable and proper out-of-pocket expenses incurred by any such person;

(b) the payment in good faith of interest at a reasonable and proper rate on any money lent to the Company by any member, officer or employee, or by any person, company or organisation with which any member, officer or employee is connected;

(c) the payment in good faith of reasonable and proper rent for premises demised or let to the Company by any member, officer or employee, or by any person, company or organisation with which any member, officer or employee is connected;

(d) any reasonable and proper payment made in good faith to another company in which a Director has an interest, in which case the Director shall not (only by reason of such interest) be bound to account for any share of the profits s/he may receive in respect of such payment.

LIMITED LIABILITY

5. The liability of the members is limited.

MEMBERS' GUARANTEE

6. Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while s/he is a member or within one year after s/he ceases to be a member, for payment of the Company's debts and liabilities contracted before s/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 themselves.

DISTRIBUTION OF ASSETS ON WINDING UP

7. If, when the Company is wound up or dissolved, there remains any property whatsoever after all the debts and liabilities have been satisfied, that property may not be paid to or distributed among the members of the Company, but shall be given or transferred to one or more organisations which have objects which are similar to or compatible with the objects of the Company, and which prohibit the distribution of income or property to at least as great an extent as is imposed on the Company by these Articles. The organisation(s) concerned shall be decided by the members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to such decision, then to some charitable object.

MEMBERS

8. (a) The subscribers to the memorandum of association are the first members of the Company.

(b) Membership is open to all persons, companies and organisations which support the objects of the Company, but no person may be admitted as a member of the Company unless approved by the Directors.

(c) A person who wishes to become a member must deliver to the Company an application form containing such information as the Directors require.

RESIGNATION OF MEMBERS

9. A member may at any time resign from membership of the Company by giving written notice. Membership is not transferable to any other person or organisation.

ANNUAL GENERAL MEETINGS

10. (a) The Directors must call Annual General Meetings in accordance with these articles. The following provisions shall apply to all Annual General Meetings unless the members resolve otherwise.
- (b) Subject to (a) above, the first Annual General Meeting must be held within eighteen months after the date of incorporation of the Company.
- (c) Subject to (a) above, in every calendar year after the year of the first Annual General Meeting, the Company must hold an Annual General Meeting and not more than fifteen months may elapse between the date of one Annual General Meeting and the date of the next.

BUSINESS OF ANNUAL GENERAL MEETINGS

11. (a) The usual business of an Annual General Meeting is:
- (i) the consideration of the accounts, balance sheets, reports of the Directors and, if the Company has auditors, the auditors;
 - (ii) the election of Directors in place of those, if any, who are retiring;
 - (iii) unless the Company is exempt from any legal requirement to have auditors, the appointment of auditors and the fixing of their remuneration (if any); and
 - (iv) any other business included in the notice calling the meeting.

EXTRAORDINARY GENERAL MEETINGS

12. (a) All general meetings other than Annual General Meetings are called Extraordinary General Meetings.
- (b) The Directors may call Extraordinary General Meetings whenever they think fit.

MEMBERS' RIGHT TO REQUISITION MEETINGS

13. The Directors must convene an Extraordinary General Meeting if one is requisitioned by members in accordance with the provisions of the Act.

NOTICE OF GENERAL MEETINGS

14. (a) Subject to the provisions for meetings being held on short notice in paragraphs (b) and (c) below not less than 30 clear days' notice is required to call an Annual General Meeting or an Extraordinary General Meeting.
- (b) an Annual General Meeting may be called on short notice (that is notice of less than 14 clear days) if this is agreed in writing by all the members who are entitled to attend and vote at the meeting.
- (c) an Extraordinary General Meeting may be called on short notice if this is agreed in writing by ninety per cent. of the members who are entitled to attend and vote at the meeting.
15. (a) A notice calling a general meeting must be in writing and must specify the date, time and place of the meeting, the general nature of the business to be transacted and whether the meeting is an Annual General Meeting or an Extraordinary General Meeting.
- (b) If any special or extraordinary resolution is to be proposed, the exact wording of that resolution must be stated in the notice.

(c) The notice must be given to all the members who are entitled to attend the meeting and to the Directors and the auditors (if any).

QUORUM AT GENERAL MEETINGS

16. (a) No business may be transacted at any general meeting unless a quorum is present. The quorum is two persons who are entitled to attend and vote.
- (b) The persons who are entitled to attend and vote are:
- (i) any member who has voting rights;
 - (ii) any representative of a corporate member; and
 - (iii) any proxy for a member.

A member, corporate representative or proxy who is not entitled to vote on the business to be transacted does not count as part of the quorum while that business is being transacted.

17. If a quorum is not present within half an hour after the time for the start of the meeting, or if during a meeting a quorum ceases to be present, the meeting must be adjourned to such reasonable time and place as the Directors decide.

CHAIRING THE MEETING

18. The Chairperson shall chair any general meeting at which s/he is present. If the Company does not have a Chairperson, or the Chairperson is absent, then the Directors shall nominate a Director to chair the meeting. If no Director is present within fifteen minutes after the time for the start of the meeting, or if no Director is willing to act, the members present shall elect one of their number to chair the meeting.

ADJOURNMENT

19. A general meeting may be adjourned by an ordinary resolution. No business may be transacted at an adjourned meeting except business which might properly have been transacted at the original meeting. If a meeting is adjourned for fourteen days or more, at least seven days' notice of the adjourned meeting must be given. Otherwise no notice of an adjourned meeting need be given. Notice of an adjourned meeting must be given in the same manner and contain the same information as the notice of any other general meeting.

VOTING

20. (a) A resolution put to the vote of meeting shall be decided on a show of hands unless a poll is duly demanded.
- (b) A poll may be demanded by the chairperson or by any two voting members. A demand by a proxy is as valid as a demand by the member who appointed the proxy. The demand for a poll must be made not later than the declaration of the result of the vote on a show of hands.
- (c) If a poll is demanded, it must be taken in accordance with any Rules made by the Company in accordance with these articles or, if there are no Rules which apply, in such manner as the chairperson directs.

21. A poll demanded on the election of a chairperson or on a question of adjournment must be taken straight away. A poll demanded on any other question must be taken either straight away or at such time and place as the chairperson directs, provided this is not more than thirty days after the poll is demanded.

22. No notice need be given of a poll not taken straight away if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven days' notice must be given specifying the time and place at which the poll is to be taken.

CHAIRPERSON HAS NO CASTING VOTE

23. The Chairperson shall not have a second or casting vote on any resolution at a general meeting.

WRITTEN RESOLUTIONS

24. A resolution in writing passed in accordance with the Act is as valid and effective as if it had been passed at a general meeting.

VOTING RIGHTS

25. Every member of the Company shall have one vote on any resolution of the members.

28. No objection as to the qualification of any voter may be raised except at the meeting at which that vote is tendered. The chairperson's decision as to any objection is final.

PROXIES

27. (a) Every member who is entitled to attend and vote at a meeting of the Company may, by notice in writing, appoint a proxy to attend on her/his behalf. A proxy need not be a member of the Company.

(b) The notice appointing a proxy must be signed by the member appointing the proxy and may be in any usual or common form. It may be presented to the Company at its registered office or to the chairperson of the meeting at any time up to the start of the general meeting for which the appointment is made. The member appointing the proxy may withdraw the appointment.

DIRECTORS

28. There shall be not less than two directors but there is no maximum number.

APPOINTMENT AND RETIREMENT OF DIRECTORS

Appointment by General Meeting

29. Subject to the paragraphs below, the Company may by ordinary resolution appoint a person who is willing to act to be a Director either to fill a vacancy or as an additional Director.

30. No person may be appointed or reappointed a Director at any general meeting unless:

(a) s/he is recommended by the Directors; or

(b) not less than fourteen clear days before the date of the meeting a written nomination signed by a voting member and a notice in writing signed by the proposed Director has been given to the Company.

31. Not less than seven clear days before the date of the meeting notice must be given to all who are entitled to notice of the meeting of every person who is recommended by the Directors or nominated in accordance with the above provisions for appointment or reappointment as a Director at the meeting.

Co-option by the Directors

32. The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the Directors may not co-opt more than four directors. A Director so appointed may hold office only until the next Annual General Meeting. If not reappointed at that Annual General Meeting, s/he ceases to be a Director at the end of the meeting.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

33. The Company may by ordinary resolution remove any Director before the expiration of her/his period of office.

34. A person ceases to be a Director if:

(a) s/he ceases to be a Director by virtue of any provision of the Companies Act or becomes prohibited by law from being a director of a company; or

(b) s/he becomes bankrupt or makes any arrangement or composition with her/his creditors generally; or

(c) s/he resigns by notice to the Company; or

(d) s/he has been absent from meetings of the Directors for more than six consecutive months and the Directors resolve that s/he ceases to be a Director.

POWERS OF DIRECTORS

35. The business of the Company shall be managed by the Directors who may exercise all the powers of the Company, subject only to the provisions of the Companies Act, the Articles, to any Rules made in accordance with these articles and to any directions given by special resolution of the general meeting.

36. No alteration of these Articles and no Rule or direction shall invalidate any prior act of the Directors which would have been valid if that alteration or Rule had not been made or that direction had not been given.

DELEGATION OF POWERS

37. The Directors may delegate to any one or more Directors the transaction of any business or the performance of any act required to be transacted or performed and must ensure that all their acts and proceedings are fully and promptly reported to them.

APPOINTMENT OF MANAGERS AND AGENTS

38. (a) The Directors may appoint managers and other employees and decide on their powers, duties and terms of service, provided that no Director may 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.

(b) The Directors may appoint any person to be the agent of the Company for any purpose and subject to any conditions imposed by them. The delegation may be in writing or by power of attorney. The delegation may permit the agent to delegate all or any of her/his powers.

DIRECTORS' EXPENSES

39. The Directors may be paid all actual travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of Directors or committees of Directors or general meetings of the Company or otherwise in connection with the discharge of their duties.

MEETINGS OF THE DIRECTORS

40. Subject to the provisions of the articles and any Rules, the Directors may regulate their meetings and procedures as they think fit.

Calling Meetings

41. Any Director may call a meeting of the Directors.

Voting

42. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairperson shall not have a second or casting vote.

Quorum

43. No business may be transacted at a meeting of the Directors unless a quorum is present. The quorum is two.

44. If at any time the number of Directors is less than the minimum number, the continuing Directors may continue to act, but if the number of Directors is less than the number fixed as the quorum, the continuing Directors (even if there is only one) may act for the purpose of filling vacancies or of calling a general meeting, but for no other purpose.

Chairperson

45. The Directors may appoint one of their number to be Chairperson of the Company and may at any time replace her/him with another Director.

46. The Chairperson presides at every meeting of Directors at which s/he is present. If s/he is not present within five minutes after the time for the start of the meeting, the

Directors present may appoint one of their number to chair the meeting. The Chairperson does not have a second or casting vote on any resolution.

Validity of Directors Acts

47. All acts done by a meeting of the Directors, or of a committee of the Directors, or by a person acting as a Director shall, notwithstanding that it is later discovered that there was a defect in the appointment of any Director 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 Director and had been entitled to vote.

WRITTEN RESOLUTIONS

48. A resolution in writing signed by all the Directors entitled to receive notice of a meeting of the Directors is as valid and effectual as if it had been passed at a meeting duly convened and held and may consist of several identical documents each signed by one or more Directors.

CONFLICTS OF INTEREST

49. (a) A Director may not vote at a meeting of the Directors or of a committee of the Directors on any resolution concerning a matter in which s/he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company, and if s/he does vote her/his vote must not be counted.

(b) For the purposes of this article, an interest of a person who is, for any purpose of the Companies Act connected with a Director shall be treated as an interest of the Director.

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

51. If a question arises at a meeting of the Directors or of a committee of the Directors as to the right of a Director to vote, the chairperson's decision is final.

SECRETARY

52. The Directors may appoint a company secretary to hold office for such term, at such remuneration (if any) and upon such conditions as they think fit. Any secretary so appointed may be removed by them.

AUDITORS

53. The Directors must ensure that the Company complies with the requirements of the Companies Act and any other statutory provision which applies to the Company with regard to the appointment of auditors and all provisions relating to the auditors' functions in relation to the Company.

MINUTES

54. The Directors must ensure that minutes are made:

(a) of all appointments of Directors and Officers; and

(b) of all general meetings and meetings of the Directors, including the names of the Directors present.

THE COMPANY SEAL

55. The Directors may decide from time to time whether the Company shall have a seal. If the Company has a seal it may be used only with the authority of the Directors. The Directors must decide who is to sign any document issued under seal. Unless the Directors decide otherwise a document issued under seal must be signed by a Director and by the secretary or by any two Directors.

ACCOUNTS

56. The Company must keep such accounting records as are required by the Companies Act and any other statutory provisions which affect the Company. No member (as such) has any right to inspect any accounting records or other book or document of the Company except as conferred by statute or authorised by the Directors or by ordinary resolution of the general meeting.

NOTICES

57. (a) Any notice required to be given to or by the Company or any member or Director (other than a notice calling a meeting of the Directors) shall be in writing or shall be given using electronic communications to an address supplied for that purpose by the person to whom the notice is required to be given.
- (b) The company may give any notice to a member or Director either personally or by sending it by post to the member or Director at his registered address, or by leaving it at that address, or by giving it using electronic communications to an address supplied for that purpose by the member.
- (c) A member or Director present 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.
- (d) 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 or in accordance with any reasonable and standard practice shall be conclusive evidence that the notice was given. A notice shall, unless the contrary is proved, be deemed to be given at the expiration of forty-eight hours after the envelope containing it was posted or, in the case of a notice contained in an electronic communication, at the expiration of 24 hours after the time it was sent, unless the Company receives notice of the fact that the electronic communication has not been delivered.
- (e) For the purposes of this article, "electronic communication" includes a communication by electronic mail (email), facsimile transmission (fax) or by posting the communication on a website to which the member or Director has access, if this is so agreed by the member or Director concerned, or by any other means agreed by the Company and the member or Director concerned.

INDEMNITY

58. (a) Subject to paragraph (b), a Director may be indemnified out of the Company's assets against:
- (i) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company;
 - (ii) any liability incurred by that director in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006); and
 - (iii) any other liability incurred by that director as an officer of the Company.
- (b) This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

INSURANCE

59. (a) The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant Director in respect of any relevant loss.
- (b) In this article:
- (i) a "relevant Director" means any Director or former Director of the Company; and

(ii) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant Director in connection with that Director's duties or powers in relation to the Company.

RULES

60. (a) The Directors may from time to time make Rules for the proper conduct and management of the Company and all other matters which may properly be made the subject of such Rules.
- (b) Without prejudice to the generality of the above, the Rules may include Rules for the conduct of members, the use of the Company's assets and facilities, the procedures at general meetings and meetings of the Directors, and the admission, suspension, expulsion and general regulation of members.
- (c) No Rule shall be inconsistent with these Articles of the Company or any provision of law.

INTERPRETATION

61. In these Articles:

"the Act" and "the Companies Act" mean the Companies Act 2006 including any statutory amendment or re-enactment of it when in force.

"the Articles" means these articles of association of the Company.

"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.

"executed" includes any mode of execution.

"office" means the registered office of the Company.

"Rules" means any Rules made by the general meeting in accordance with these articles.

"the seal" means the common seal of the Company.

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

"the United Kingdom" means Great Britain and Northern Ireland.

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