

THE APPLICATION FORM

Name of Group Applying	Newton Abbot Community Interest Company
Are you a registered charity? If so, please give your number	No We are a not-for-profit CIC, Company Registration Number 6732023
Please give estimated dates for	
Project start?	26/2/24
Project end?	22/3/24
How much will the project cost?	£1,357.60
How much is your grant request?	£500
How will you raise the rest?	The balance has been secured from elsewhere.
Will the project receive match funding – please provide details	In the event that this grant application is successful, Buckland & Milber Community Association will provide £407.60
What other grants have been given or refused for the same project?	Teignbridge District Council Councillors fund - £250 already secured from Cllr Ryan and £250 from Cllr Parker

Tell us about your group, what does it do?

Newton Abbot Community Interest Company runs a variety of projects and activities in Newton Abbot. As part of our work, we run The Buckland Centre, a popular local community centre on the Buckland estate. The Centre provides a home for a variety of groups and activities for people of all ages, as well as rooms for private hire. These groups offer a variety of social, fitness and learning opportunities.

Much of the CIC's work at the Buckland Centre is centred around providing debt advice and support for local residents, through our popular Buckland Hub Project.

Does your project/organisation have a social media/website presence?

Yes

www.newtonabbotcic.org.uk is our website

The Buckland Centre also has a Facebook page @The Buckland Centre

How will you publicise the Newton Abbot Town Council grant?

(Please note it is mandatory as part of the grant award conditions, to supply all press releases concerning the grant to Newton Abbot Town Council for us to share on our social media platforms).

We will publicise the grant through our social media channels and on our website. We will invite our local town councillors to visit the Centre and see the new furniture.

How will the funds be spent? How will it benefit the people of Newton Abbot?

We would really like to purchase some new chairs for the Lounge space at The Buckland Centre. The old chairs have become very tatty and are badly stained. We also need to purchase some additional chairs and tables to increase capacity within the Lounge for bigger events when more people are attending.

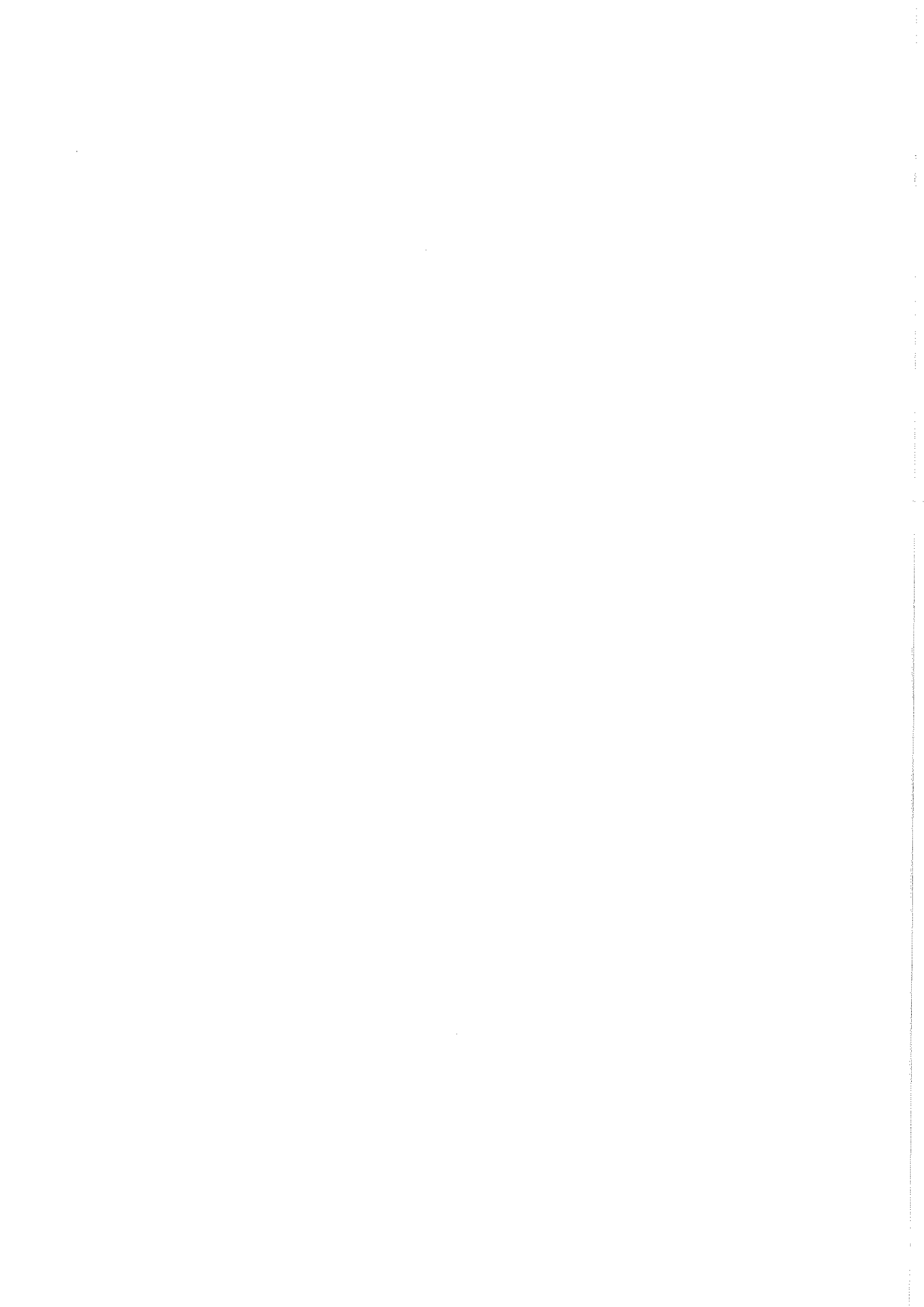
We would like to purchase:

£484 – 16 chairs without arms

£691.20 – 12 chairs with arms

£182.40 – 2 folding tables for Bingo

(You can continue on an extra sheet if you wish to)



Sustainability Plan

Tell us how the project will continue once the grant has been spent.

The Chairs and tables will remain at the Centre and will be used for several years to come.

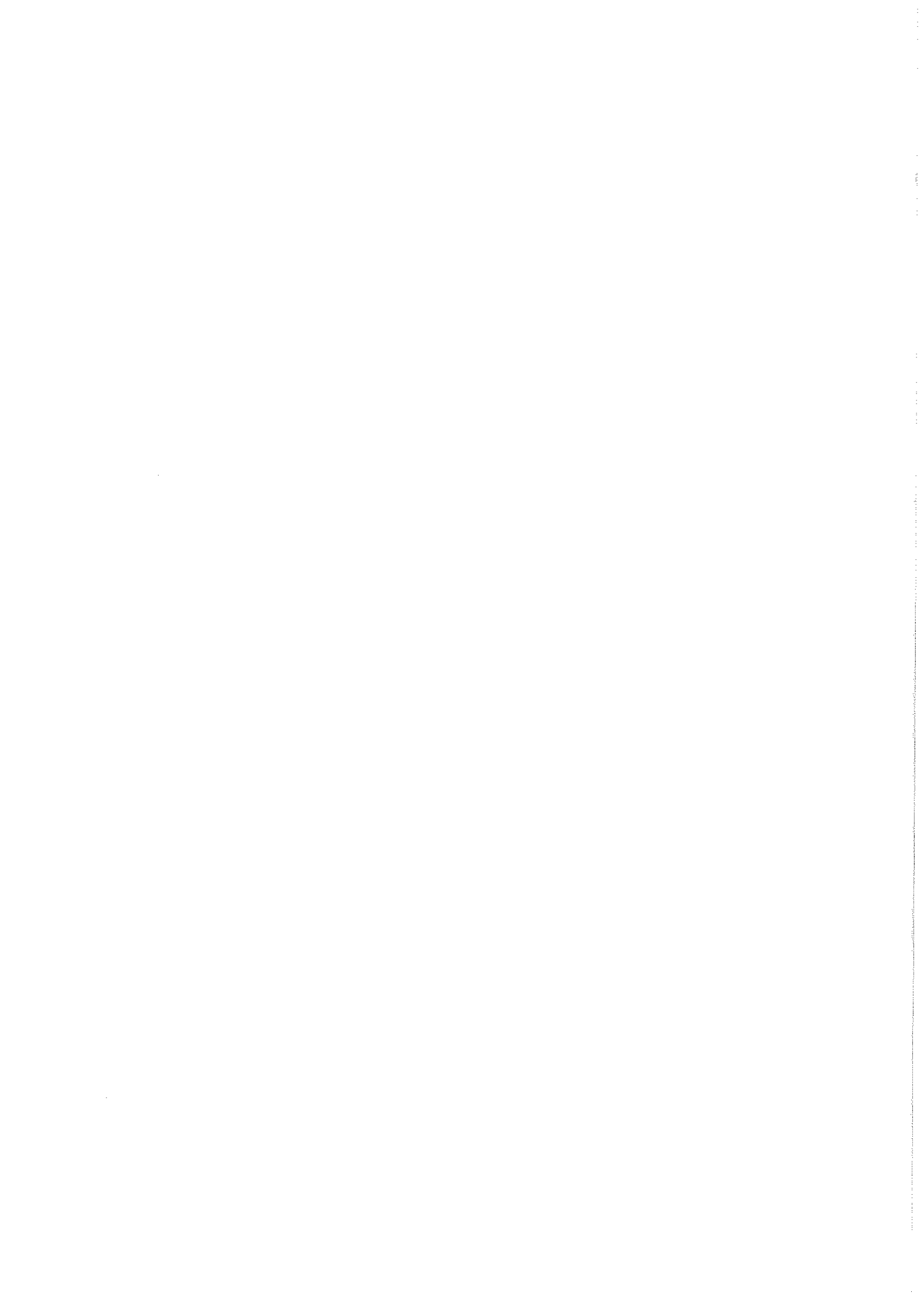
Safeguarding

Where appropriate please provide us with a copy of the project/organisation's safeguarding policy with reference to children and vulnerable adults.

Newton Abbot CIC has a Safeguarding policy for our work with children at The Base Youth Club. This is available [here](#). We also have a Safeguarding Policy for our work with vulnerable adults which is available [here](#).

Organisations hiring space for regular activities at The Buckland Centre are required to provide a copy of their safeguarding policy when working with children or vulnerable adults.

Contact name	Emily Farrell
Contact address	The Buckland Centre Gilbert Road Newton Abbot Devon TQ124HS
Contact telephone and email address	manager@newtonabbotcic.org.uk



Bank Account Details


Account Name Newton Abbot CIC

Sort code 089299

Account Number 65517059

Bank Address 1 Balloon Street, Manchester, M604EP

If you do not have a Bank Account for your group, the Council will arrange to hold any grant awarded for you for up to 12 months and will reimburse against receipts.

<p>Does your group meet all legal requirements for this project (e.g., Public Liability, insurance, protection of children and vulnerable adults etc.)</p>	<p>Answer YES or NO</p> <p>YES</p> <p>It is YOUR responsibility to check</p>
	<p>Signed</p>  <p>Print Name EMILY FARRELL</p> <p>Date 6/2/24</p>

Declaration.

I confirm that to the best of my knowledge and belief, the information in this application form is true and correct. I understand that a request may be made for additional information at any stage of the application process. By completing this form, the signatories hereto agree to this information being retained in accordance with the provisions of the Data Protection Act and for that information to be printed in official council publications and forwarded to other agencies as necessary to facilitate this application for grant aid but for no other purpose.

Signed

Date 6/2/24

Please include your constitution and most recent set of accounts if you have these, but it is not essential to receive a grant.

If you need any help in completing this form, please telephone the
Deputy Town Clerk on 01626 201120

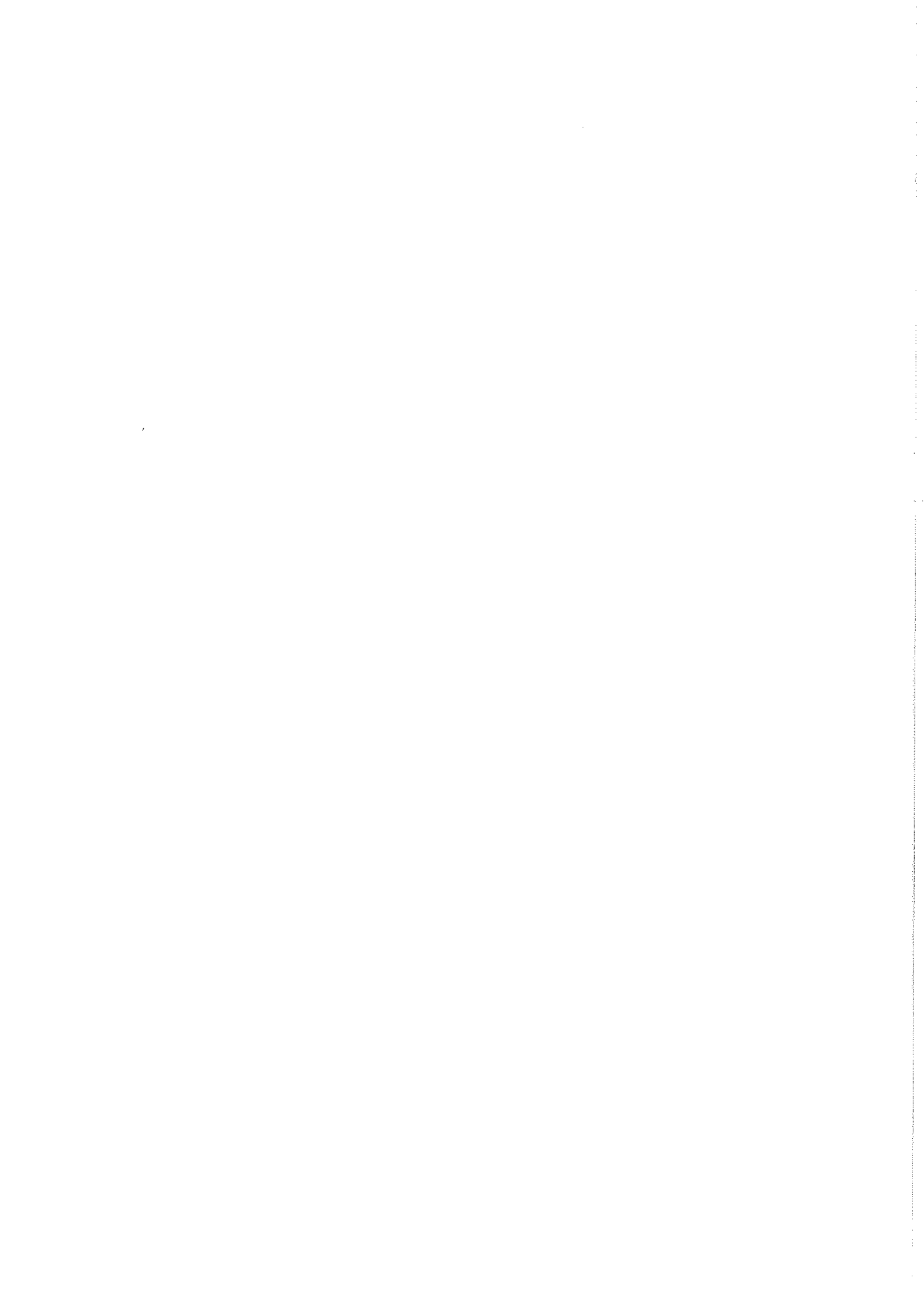
Unite Community Plymouth & South West
 Jane Haden
 Unite Community
 106 Oakland Road
 Newton Abbot
 TQ12 4EE

01626 201120

Unite Community Plymouth & South West
 Jane Haden
 Unite Community
 106 Oakland Road
 Newton Abbot
 TQ12 4EE

Newton Abbot Town Council
 Newton's Place
 43 Wolborough Street
 Newton Abbot
 TQ12 1JQ

		USW		18/10/2023				USW		18/10/2023	
13/01/2024	Invoice	UNITE 13 FEB 24	40.00		40.00	13/01/2024	UNITE 13 FEB	40.00	<input type="checkbox"/>		
13/02/2024	Cr/Note	UNITE 13 FEB 24	-40.00		0.00						
13/02/2024	Payment	Payment		-40.00	40.00						
13/02/2024	Invoice	Unite 13 02 24	20.00		60.00						
13/02/2024	Payment	Payment		20.00	40.00						
			20.00	-20.00	40.00				40.00		
			40.00	0.00	0.00	0.00	40.00				
Net 30 Days											



NEWTON ABBOT CIC
REPORT OF THE DIRECTORS AND
UNAUDITED FINANCIAL STATEMENTS
FOR THE YEAR ENDED 31 OCTOBER 2022

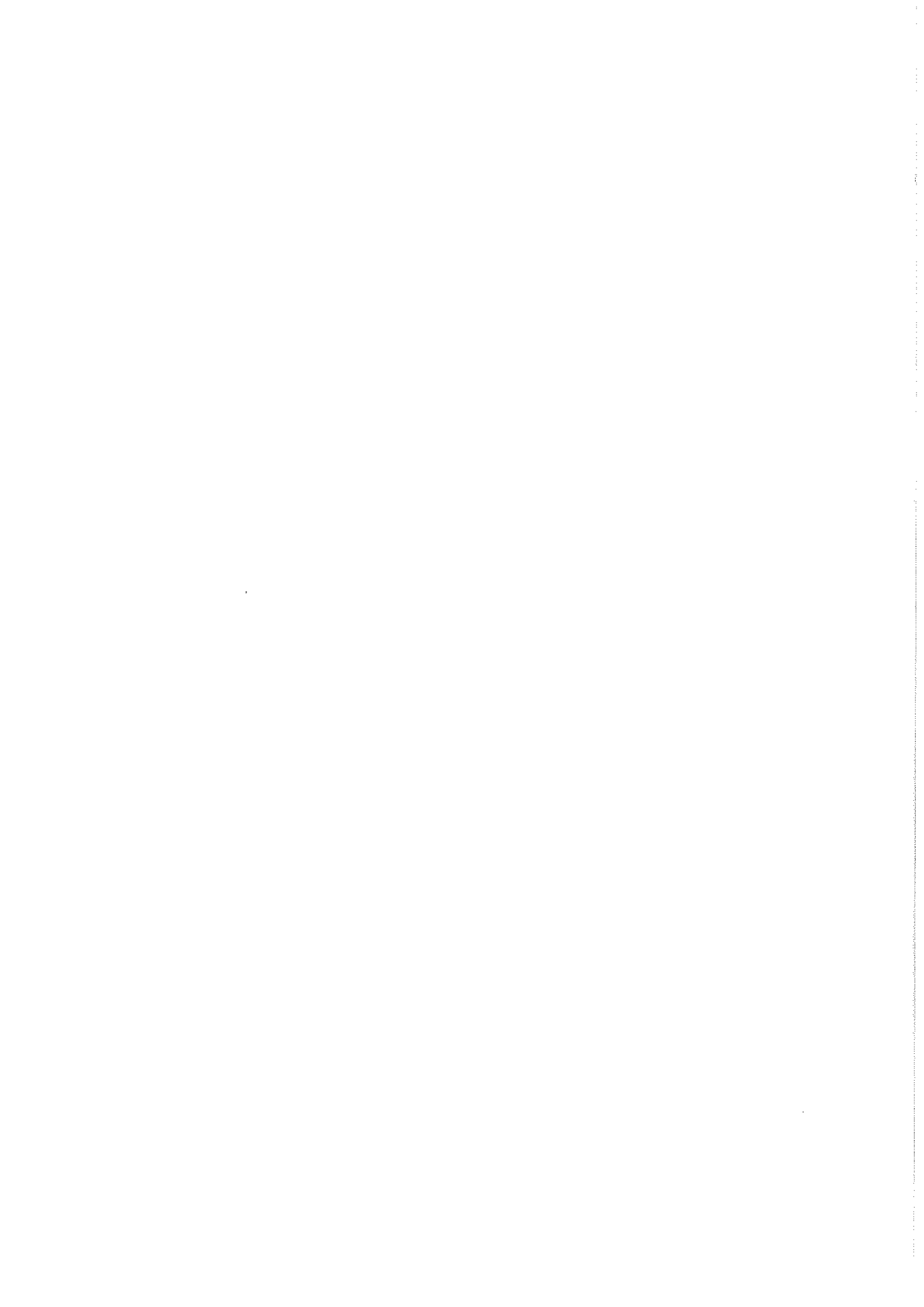
Barretts
Chartered Accountants &
Chartered Tax Advisers
22 Union Street
Newton Abbot
Devon
TQ12 2JS



NEWTON ABBOT CIC

CONTENTS OF THE FINANCIAL STATEMENTS
for the Year Ended 31 October 2022

	Page
Company Information	1
Report of the Directors	2
Income Statement	3
Balance Sheet	4
Notes to the Financial Statements	5
Chartered Accountants' Report	7
Detailed Income and Expenditure Account	8



NEWTON ABBOT CIC

COMPANY INFORMATION
for the Year Ended 31 October 2022

DIRECTORS:

C A Bunday
J A Hook
L McElheron
J D Pike
J E Addy
R G Roscoe

REGISTERED OFFICE:

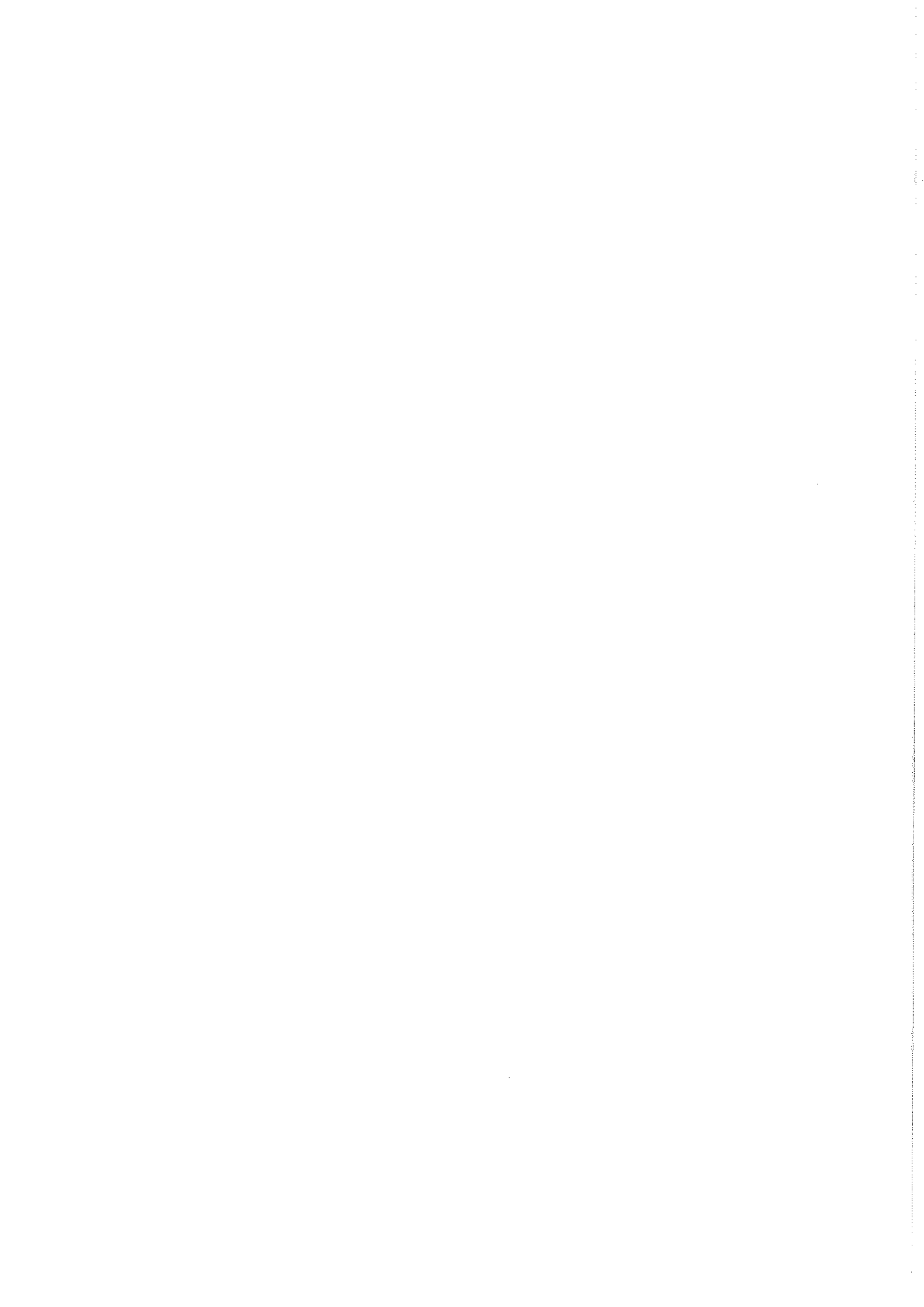
Newton's Place
43 Wolborough Street
Newton Abbot
Devon
TQ12 1JQ

REGISTERED NUMBER:

06732032 (England and Wales)

ACCOUNTANTS:

Barretts
Chartered Accountants &
Chartered Tax Advisers
22 Union Street
Newton Abbot
Devon
TQ12 2JS



NEWTON ABBOT CIC

REPORT OF THE DIRECTORS
for the Year Ended 31 October 2022

The directors present their report with the financial statements of the company for the year ended 31 October 2022.

PRINCIPAL ACTIVITY

The principal activity of the company in the year under review was that of improving the quality of life for all those living or working in Newton Abbot. The CIC's activities are guided by the Newton Abbot & District Strategic Community Plan, the Newton Abbot Neighbourhood Plan and subsequent public consultation exercises.

DIRECTORS

The directors shown below have held office during the whole of the period from 1 November 2021 to the date of this report.

C A Bunday
J A Hook
L McElheron
J D Pike
J E Addy
R G Roscoe

Other changes in directors holding office are as follows:

M Wrigley ceased to be a director after 31 October 2022 but prior to the date of this report.

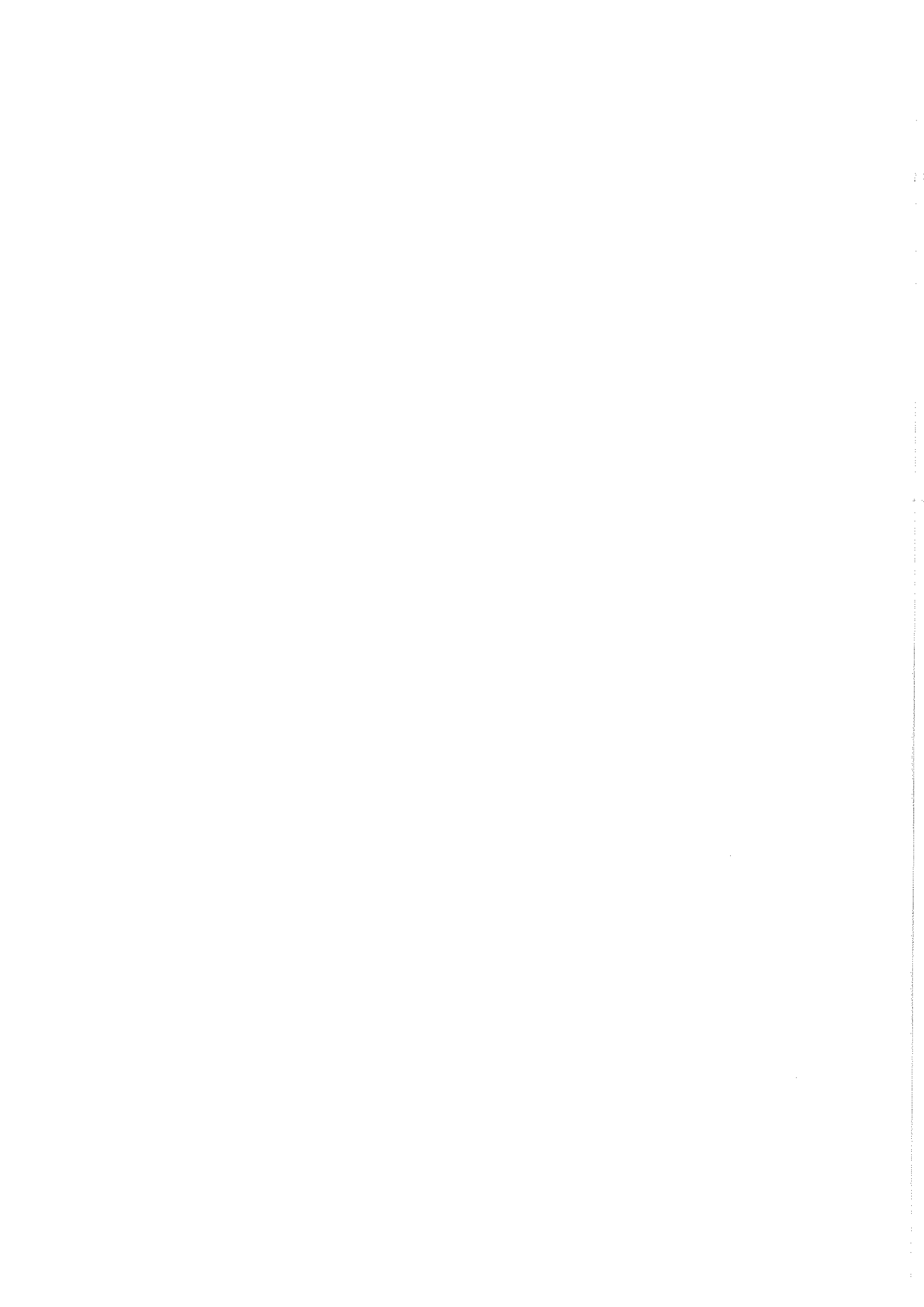
This report has been prepared in accordance with the provisions of Part 15 of the Companies Act 2006 relating to small companies.

ON BEHALF OF THE BOARD:



L McElheron - Director

7 July 2023



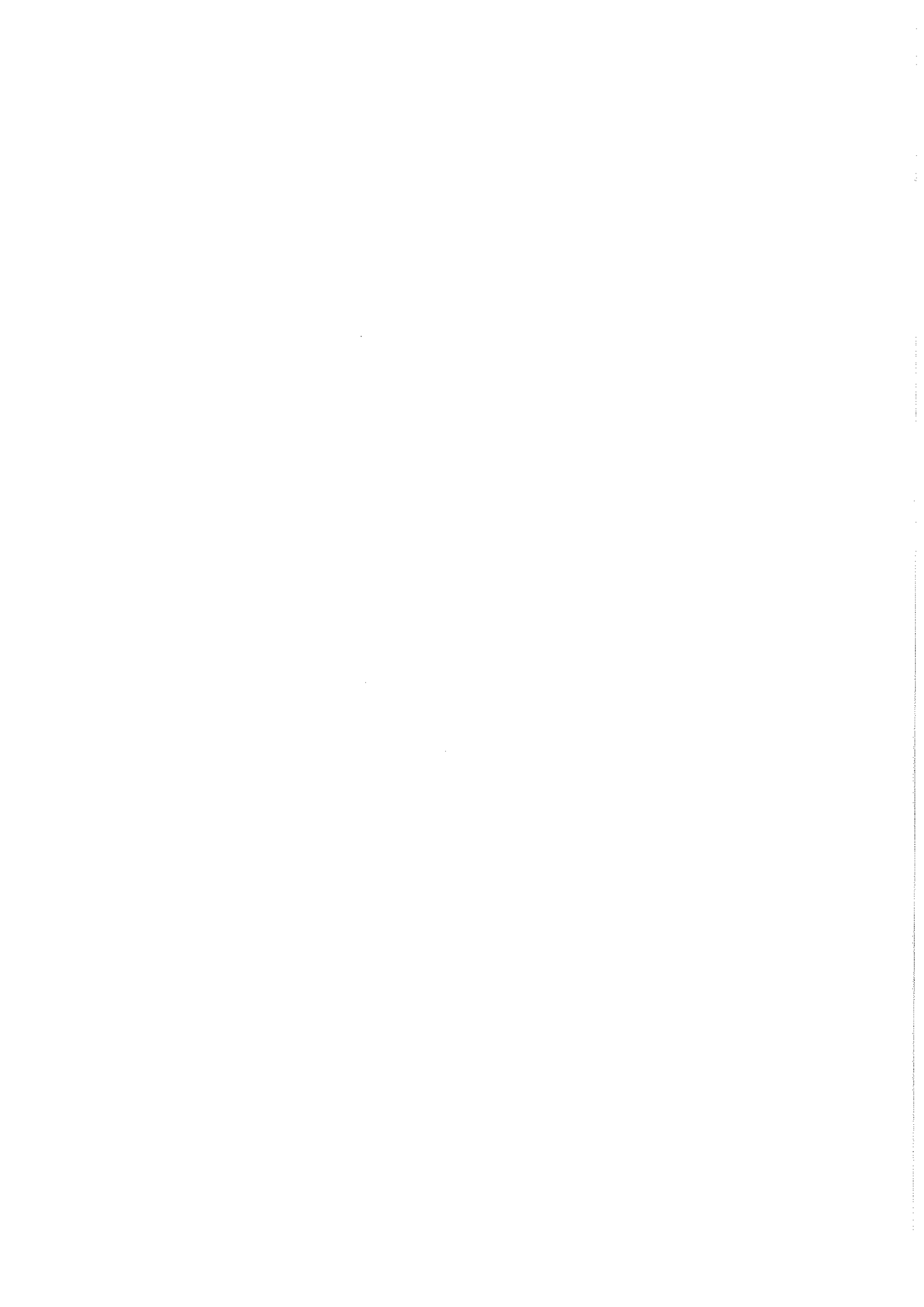
NEWTON ABBOT CIC

INCOME STATEMENT

for the Year Ended 31 October 2022

	2022 £	2021 £
TURNOVER	140,883	54,791
Cost of sales	<u>133,775</u>	<u>73,939</u>
GROSS SURPLUS/(DEFICIT)	7,108	(19,148)
OPERATING SURPLUS/(DEFICIT)	7,108	(19,148)
Interest receivable and similar income	<u>47</u>	<u>3</u>
SURPLUS/(DEFICIT) BEFORE TAXATION	7,155	(19,145)
Tax on surplus/(deficit)	<u>-</u>	<u>-</u>
SURPLUS/(DEFICIT) FOR THE FINANCIAL YEAR	<u>7,155</u>	<u>(19,145)</u>

The notes form part of these financial statements



BALANCE SHEET

31 October 2022

	Notes	2022 £	2021 £
CURRENT ASSETS			
Debtors	4	1,103	986
Cash at bank		88,655	81,500
		<u>89,758</u>	<u>82,486</u>
CREDITORS			
Amounts falling due within one year	5	90,376	74,629
		<u>(618)</u>	<u>7,857</u>
NET CURRENT (LIABILITIES)/ASSETS			
		<u>(618)</u>	<u>7,857</u>
TOTAL ASSETS LESS CURRENT LIABILITIES			
		<u>(618)</u>	<u>7,857</u>
RESERVES			
Income and expenditure account	6	(618)	7,857
		<u>(618)</u>	<u>7,857</u>

The company is entitled to exemption from audit under Section 477 of the Companies Act 2006 for the year ended 31 October 2022.

The members have not required the company to obtain an audit of its financial statements for the year ended 31 October 2022 in accordance with Section 476 of the Companies Act 2006.

The directors acknowledge their responsibilities for:

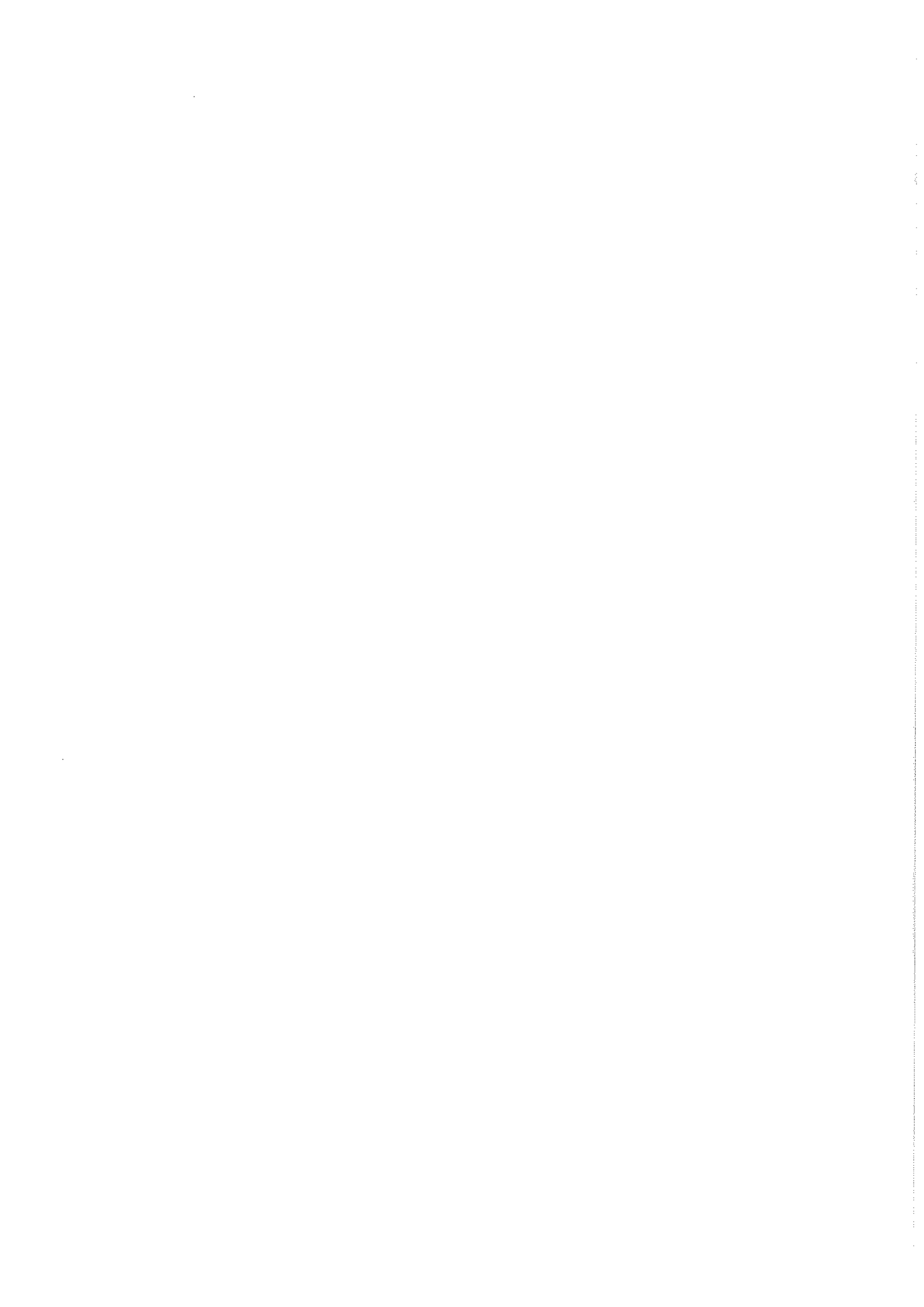
- (a) ensuring that the company keeps accounting records which comply with Sections 386 and 387 of the Companies Act 2006 and
- (b) preparing financial statements which give a true and fair view of the state of affairs of the company as at the end of each financial year and of its surplus or deficit for each financial year in accordance with the requirements of Sections 394 and 395 and which otherwise comply with the requirements of the Companies Act 2006 relating to financial statements, so far as applicable to the company.

The financial statements have been prepared in accordance with the provisions applicable to companies subject to the small companies regime.

The financial statements were approved by the Board of Directors and authorised for issue on 7 July 2023 and were signed on its behalf by:



L. McElheron - Director



NOTES TO THE FINANCIAL STATEMENTS
for the Year Ended 31 October 2022

1. **STATUTORY INFORMATION**

Newton Abbot CIC is a private company, limited by guarantee, registered in England and Wales. The company's registered number and registered office address can be found on the Company Information page.

Every member undertakes to contribute a maximum amount of £1 towards the assets of the company in the event of the company being wound up.

2. **ACCOUNTING POLICIES**

Basis of preparing the financial statements

These financial statements have been prepared in accordance with Financial Reporting Standard 102 "The Financial Reporting Standard applicable in the UK and Republic of Ireland" including the provisions of Section 1A "Small Entities" and the Companies Act 2006. The financial statements have been prepared under the historical cost convention.

Turnover

Income for the year is from grant funding, rental income of Buckland Centre and income from Buckland & Milber Youth Group.

Taxation

Taxation for the year comprises current and deferred tax. Tax is recognised in the Income Statement, except to the extent that it relates to items recognised in other comprehensive income or directly in equity.

Current or deferred taxation assets and liabilities are not discounted.

Current tax is recognised at the amount of tax payable using the tax rates and laws that have been enacted or substantively enacted by the balance sheet date.

Deferred tax

Deferred tax is recognised in respect of all timing differences that have originated but not reversed at the balance sheet date.

Timing differences arise from the inclusion of income and expenses in tax assessments in periods different from those in which they are recognised in financial statements. Deferred tax is measured using tax rates and laws that have been enacted or substantively enacted by the year end and that are expected to apply to the reversal of the timing difference.

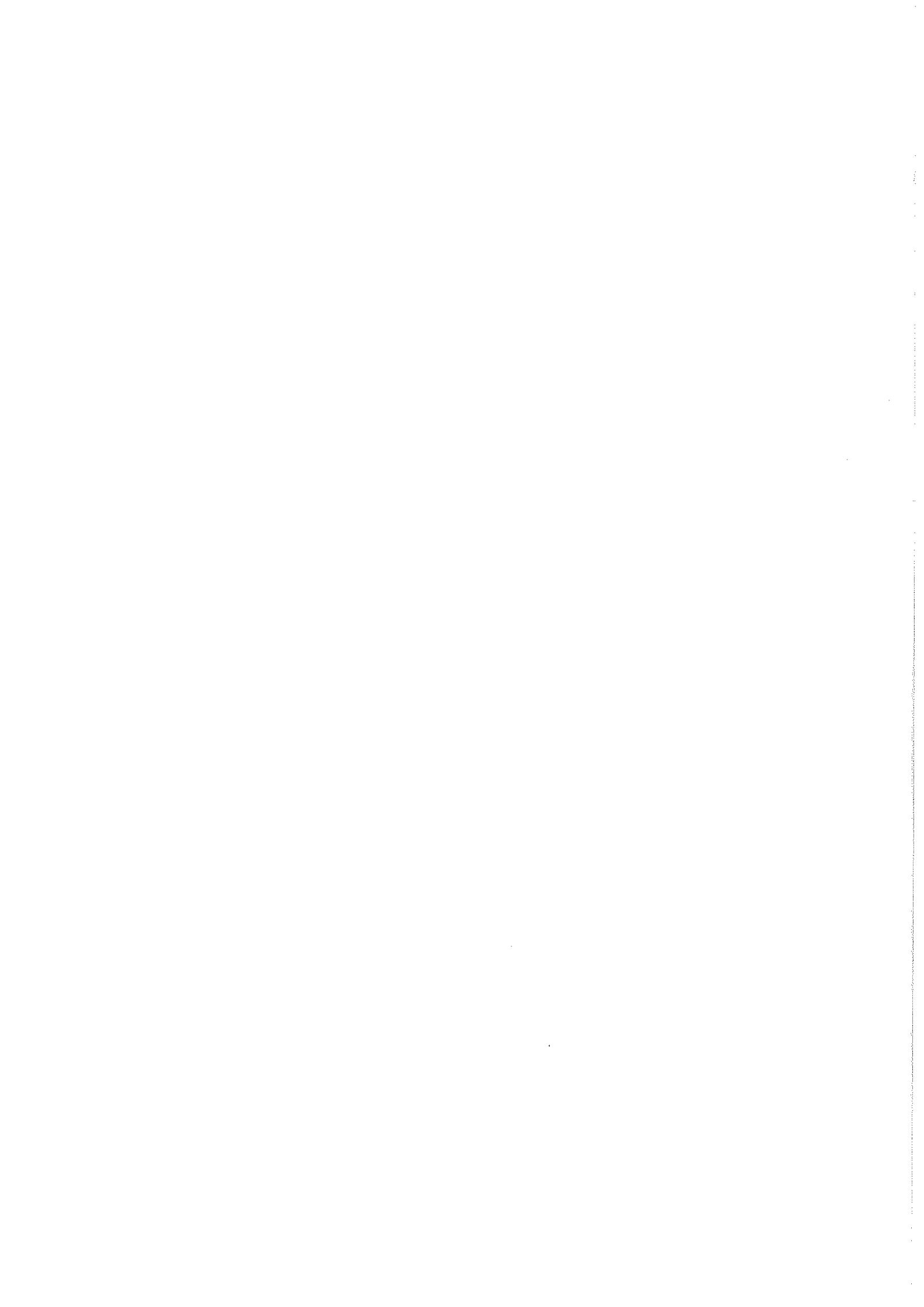
Unrelieved tax losses and other deferred tax assets are recognised only to the extent that it is probable that they will be recovered against the reversal of deferred tax liabilities or other future taxable profits.

3. **EMPLOYEES AND DIRECTORS**

The average number of employees during the year was 8 (2021 - 7).

4. **DEBTORS: AMOUNTS FALLING DUE WITHIN ONE YEAR**

	2022	2021
	£	£
Trade debtors	1,103	986



NEWTON ABBOT CIC

NOTES TO THE FINANCIAL STATEMENTS - continued
for the Year Ended 31 October 2022

5. **CREDITORS: AMOUNTS FALLING DUE WITHIN ONE YEAR**

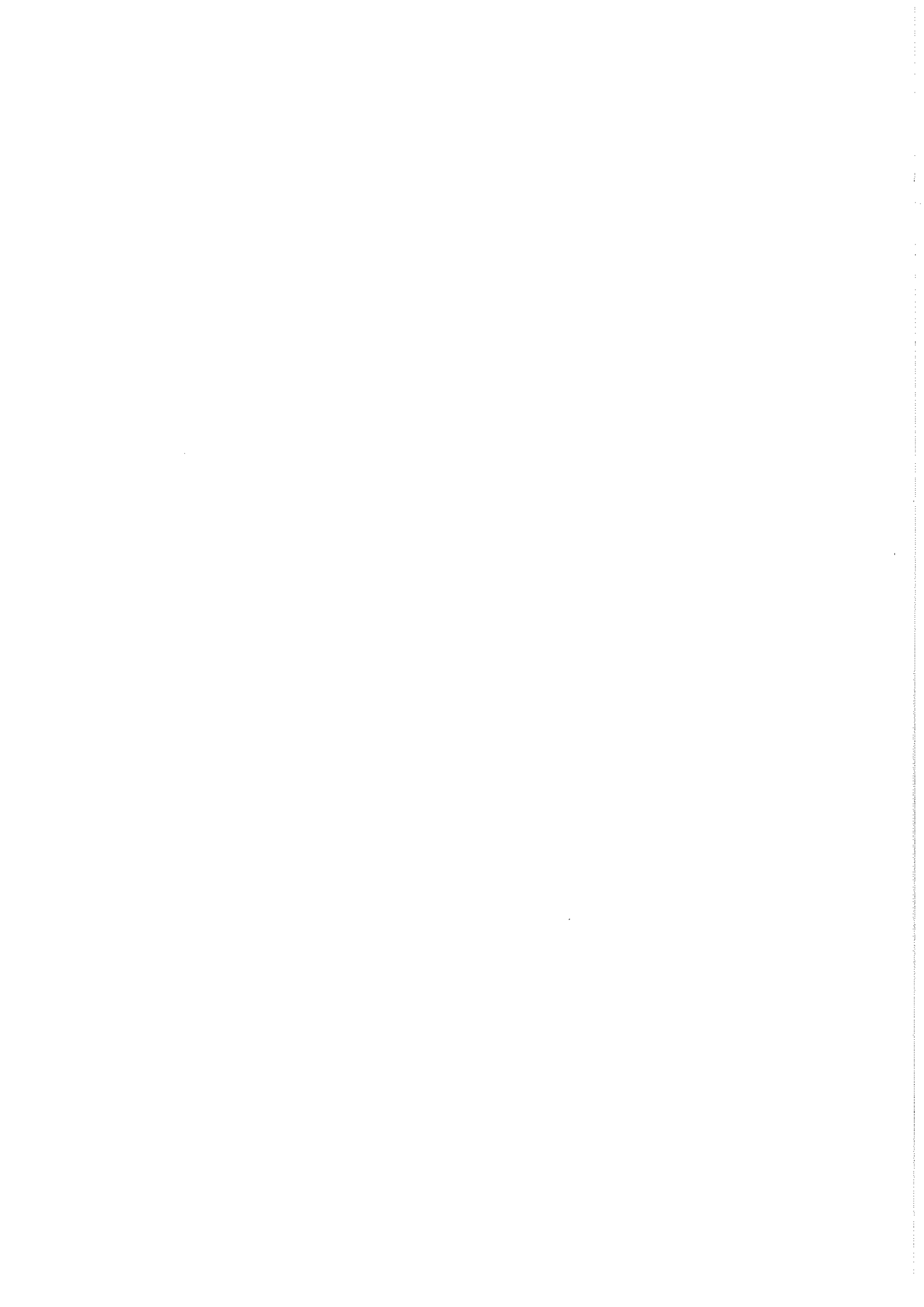
	2022	2021
	£	£
Trade creditors	1,722	2,345
Deferred income- Lounge refurbishment	2,013	-
Deferred income-defibrillator	800	-
Deferred income-gardening	2,974	-
Deferred income-Anxiety Cafe	308	-
Deferred income-Ukrainian Guests	1,041	-
Deferred Income-Buckland Hub	27,191	22,125
Deferred Income - Youth Group	8,771	16,848
Deferred income- Buckland Centre	6,327	15,797
Deferred Income- Core Costs	3,482	6,667
Deferred Income- Public Art	35,747	10,847
	<u>90,376</u>	<u>74,629</u>

6. **RESERVES**

	Income and expenditure account £
At 1 November 2021	7,857
Surplus for the year	7,155
Transfer to deferred income	<u>(15,630)</u>
At 31 October 2022	<u>(618)</u>

7. **BUCKLAND & MILBER COMMUNITY ASSOCIATION**

At an Extraordinary General Meeting of the Buckland & Milber Community Association, registered charity no.268849 held on 13th March 2019, it was agreed to transfer the lease and financial assets of the Community Centre to Newton Abbot CIC. BMCA continues to provide charitable events and activities for the benefit of the local community and Newton Abbot CIC now manages the Community Centre.



CHARTERED ACCOUNTANTS' REPORT TO THE BOARD OF DIRECTORS
ON THE UNAUDITED FINANCIAL STATEMENTS OF
NEWTON ABBOT CIC

In order to assist you to fulfil your duties under the Companies Act 2006, we have prepared for your approval the financial statements of Newton Abbot CIC for the year ended 31 October 2022 which comprise the Income Statement, Balance Sheet and the related notes from the company's accounting records and from information and explanations you have given us.

As a practising member firm of the Institute of Chartered Accountants in England and Wales (ICAEW), we are subject to its ethical and other professional requirements which are detailed within the ICAEW's regulations and guidance at <http://www.icaew.com/en/membership/regulations-standards-and-guidance>.

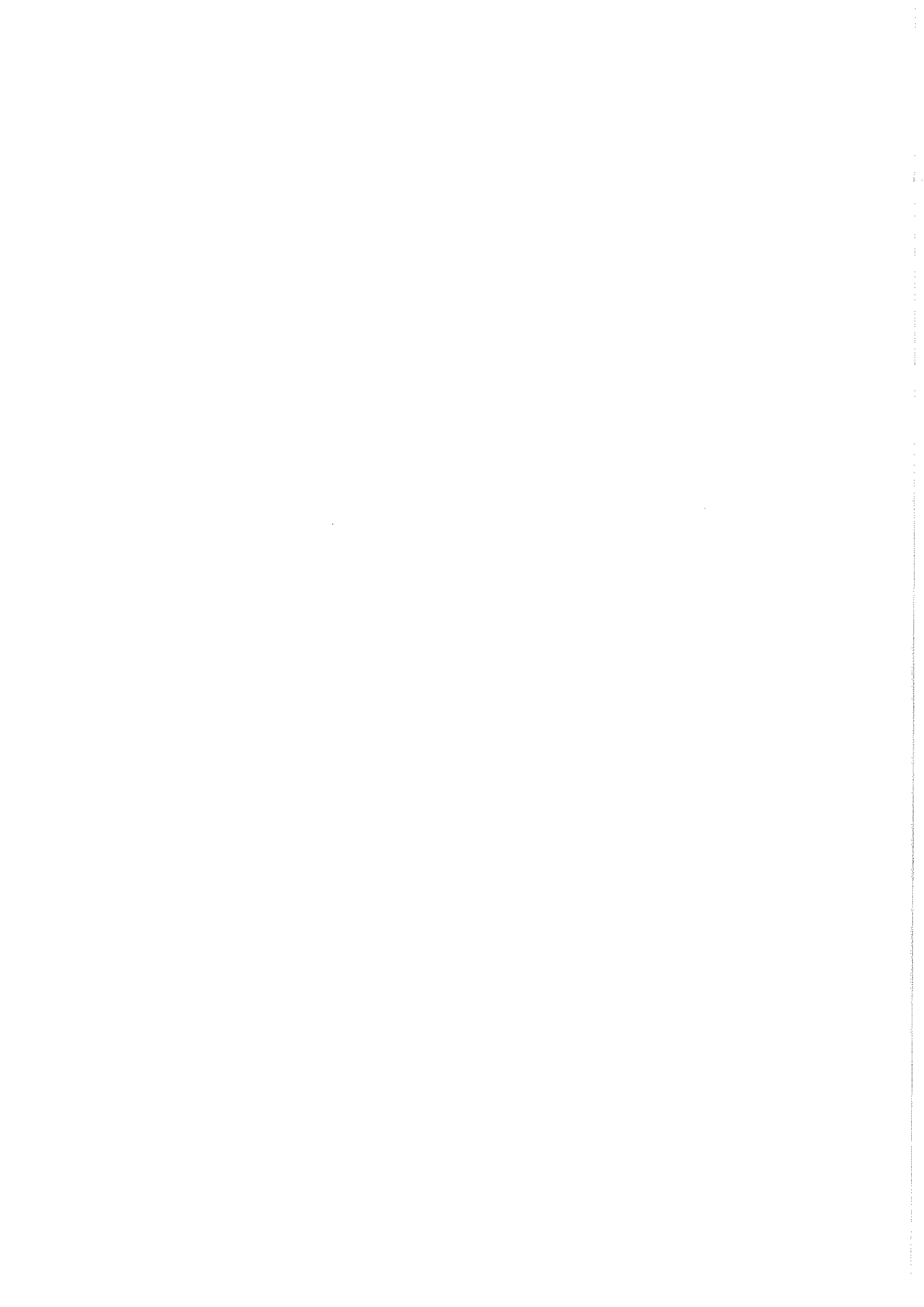
This report is made solely to the Board of Directors of Newton Abbot CIC, as a body, in accordance with our terms of engagement. Our work has been undertaken solely to prepare for your approval the financial statements of Newton Abbot CIC and state those matters that we have agreed to state to the Board of Directors of Newton Abbot CIC, as a body, in this report in accordance with ICAEW Technical Release 07/16AAF. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than Newton Abbot CIC and its Board of Directors, as a body, for our work or for this report.

It is your duty to ensure that Newton Abbot CIC has kept adequate accounting records and to prepare statutory financial statements that give a true and fair view of the assets, liabilities, financial position and profit of Newton Abbot CIC. You consider that Newton Abbot CIC is exempt from the statutory audit requirement for the year.

We have not been instructed to carry out an audit or a review of the financial statements of Newton Abbot CIC. For this reason, we have not verified the accuracy or completeness of the accounting records or information and explanations you have given to us and we do not, therefore, express any opinion on the statutory financial statements.

Barretts
Chartered Accountants &
Chartered Tax Advisers
22 Union Street
Newton Abbot
Devon
TQ12 2JS

10 July 2023

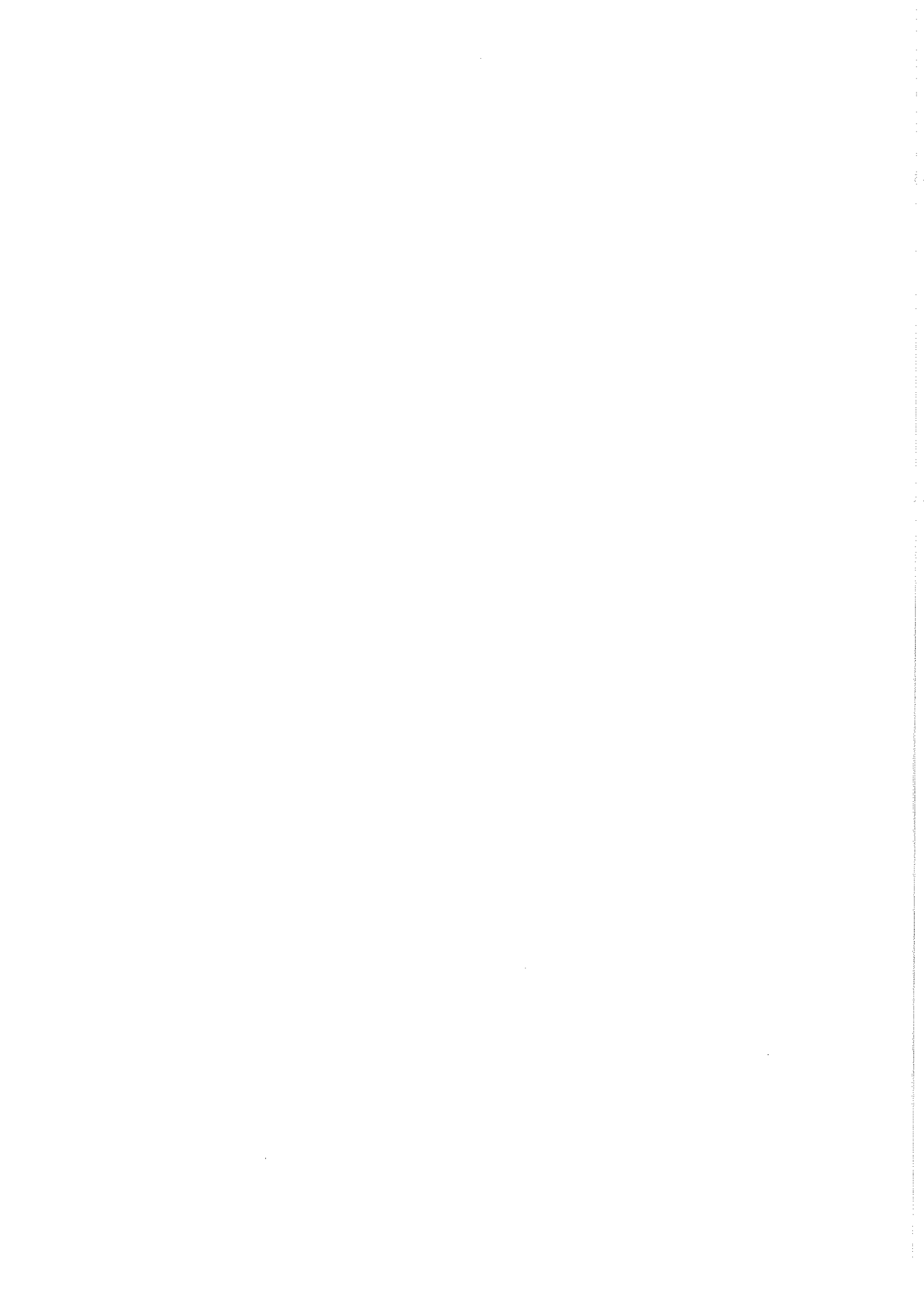


NEWTON ABBOT CIC

DETAILED INCOME AND EXPENDITURE ACCOUNT
for the Year Ended 31 October 2022

	2022		2021	
	£	£	£	£
Turnover				
Core Funding - Grants	18,749		20,982	
Core Funding - Miscellaneous	-		1,860	
Buckland Centre-rental income	27,964		13,954	
Buckland Centre-grants	6,663		13,080	
Buckland Centre-other income	260		-	
Youth Group- door takings and tuck shop	2,537		541	
Youth Group-grants	300		3,618	
Buckland Hub - grants	46,768		756	
Anxiety Cafe	1,600		-	
Hele Park Defibrillator	800		-	
Lounge refurbishment	8,717		-	
Ukrainian guests	3,125		-	
Public Art	23,400		-	
	<u>140,883</u>		<u>54,791</u>	
Cost of sales				
Core Funding - Salary costs	17,817		21,704	
Core Funding - staff expenses and miscellaneous costs	-		20	
Core Funding- administration	8,618		8,966	
Buckland Centre-staff costs	26,102		22,319	
Buckland Centre-running costs	15,298		12,067	
Buckland Centre-grant funded purchases	2,956		1,483	
Youth Group- staff costs	9,067		5,444	
Youth Group-running costs	1,846		1,180	
Gardening -project costs	288		-	
Buckland Hub - salary costs	29,291		353	
Buckland Hub- administration	12,411		403	
Anxiety cafe-refreshments	100		-	
Anxiety cafe- grant funded	1,192		-	
Ukrainian guests-refreshments	145		-	
Ukrainian guests-general costs	1,939		-	
Lounge refurbishment-grant funded	6,705		-	
	<u>133,775</u>		<u>73,939</u>	
GROSS SURPLUS/(DEFICIT)		7,108		(19,148)
Other income				
Deposit account interest		47		3
		<u>7,155</u>		<u>(19,145)</u>
NET SURPLUS/(DEFICIT)		7,155		(19,145)

This page does not form part of the statutory financial statements



Newton Abbot Community Interest Company

Profit & Loss for The Buckland Centre (shown on a cash basis)

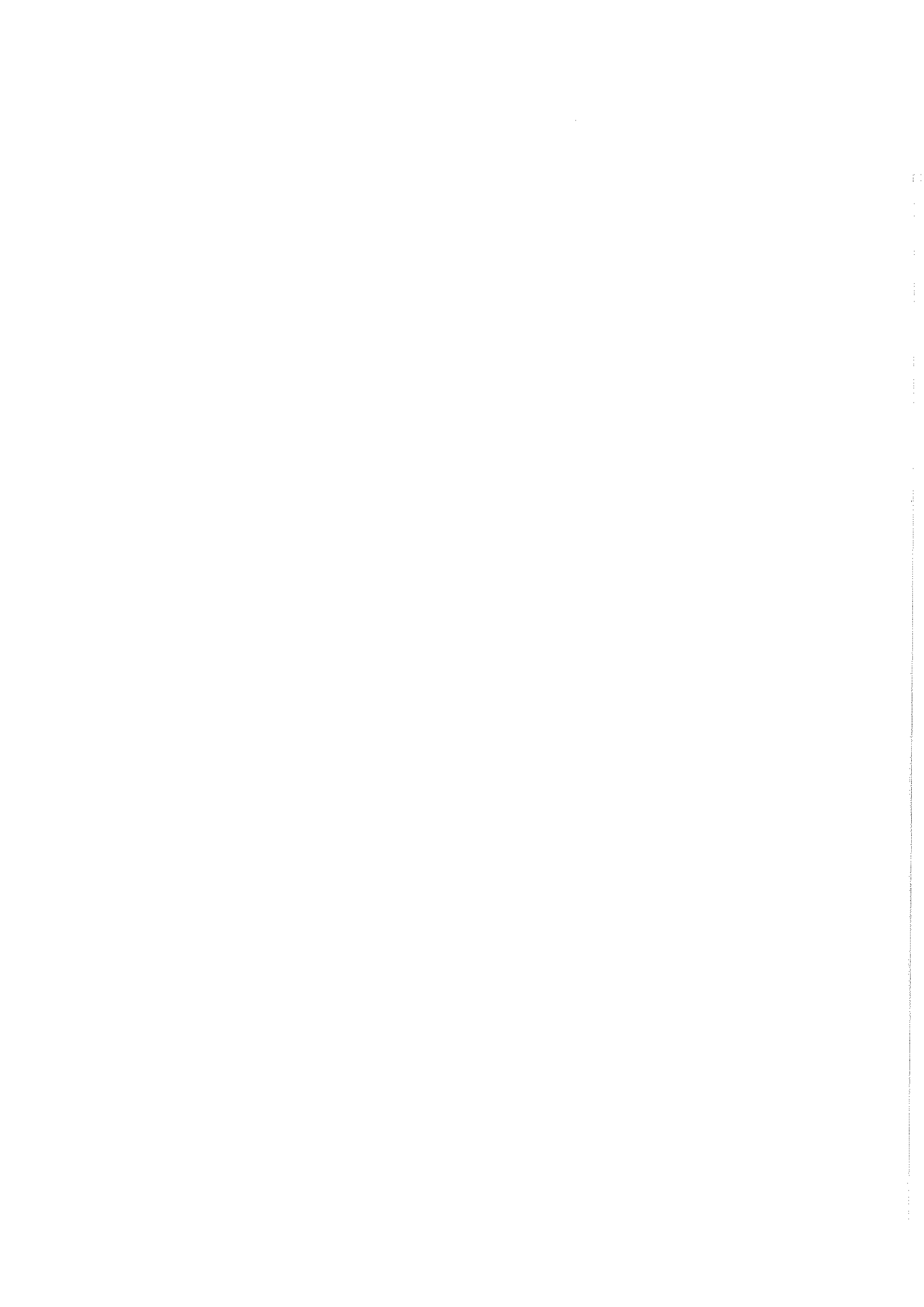
Financial Year ¹	2023	2022	2021 ²	2020 ³	2019 ⁴
Income					
Grant Income	£0.00	£6,663.00	£10,031.00	£10,000.00	£0.00
Other Revenue	£100.00	£260.00	£0.00	£1,620.00	£0.00
Rental Income	£40,534.48	£27,963.65	£12,967.55	£20,866.48	£18,554.51
Total Income	£40,634.48	£34,886.65	£22,998.55	£32,486.48	£18,554.51
Expenditure					
Administrator salary	£2,318.15	£3,301.47	£0.00	£0.00	£0.00
Advertising & Marketing	£9.00	£152.97	£24.30	£0.00	£0.00
Caretaker salary	£4,162.56	£2,105.92	£0.00	£0.00	£0.00
Centre Assistant Salary	£1,176.24	£0.00	£0.00	£0.00	£0.00
Centre Manager salary	£15,099.85	£17,158.11	£17,283.77	£11,221.30	£8,928.96
Cleaner salaries	£6,174.14	£6,838.37	£5,035.58	£7,040.03	£7,195.37
Cleaning Materials	£366.27	£667.03	£417.68	£1,264.64	£816.51
Equipment	£628.90	£0.00	£35.00	£464.87	£355.17
General Expenses	£174.19	£153.35	£0.00	£208.38	£1,089.35
Grant Funded purchases	£0.00	£2,955.54	£1,483.37	£0.00	£0.00
H&S Report Costs	£0.00	£415.00	£0.00	£504.00	£0.00
Insurance	£0.00	£0.00	£709.26	£496.04	£498.77
IT hardware	£0.00	£0.00	£343.99	£0.00	£0.00
Licenses	£35.00	£346.24	£500.78	£433.08	£552.70
Rates	£0.00	-£776.52	£0.00	£812.60	£0.00
Rent	£4,987.50	£3,150.00	£2,887.50	£787.50	£3,675.00
Repairs & Maintenance	£2,565.44	£3,962.84	£2,196.82	£2,295.13	£1,581.09
Staff & Director Training	£0.00	£0.00	£222.00	£0.00	£0.00
Stationery	£130.37	£340.81	£33.94	£0.00	£0.00
Subscriptions	£0.00	£174.00	£0.00	£0.00	£0.00
Telephone & Internet	£1,083.72	£996.88	£810.02	£747.64	£680.11
Utility Bills	£4,917.34	£2,319.26	£2,611.86	£1,840.04	£1,449.61
Expenditure	£43,828.67	£44,261.27	£34,595.87	£28,115.25	£26,822.64
Profit/Loss	(£3,194.19)	(£9,374.62)	(£11,597.32)	£4,371.23	(£8,268.13)

¹ Period shown are for the period 1st November - 31st October which is the CIC's financial year.

² Due to the Covid-19 pandemic, the Centre was closed from November 2020 until December 2020 and again from January to May 2021 (apart from a few activities allowed under the guidance). Most of our staff were furloughed which reduced staff costs significantly. These costs do not therefore represent a 'normal' operating year. The income was subsidised by a Covid-19 support grant.

³ Due to the Covid-19 pandemic, the Centre was closed from March 2020 until September 2020 and most of our staff were furloughed. We also received a 3 month rent holiday from TDC. These costs do not therefore represent a 'normal' operating year. The income was subsidised by a Covid-19 support grant.

⁴ The CIC assumed responsibility for the Buckland Centre from 13/3/19, so a full year of costs is not represented in the 2018/19 financial year.



The Companies Acts 1985 and 2006

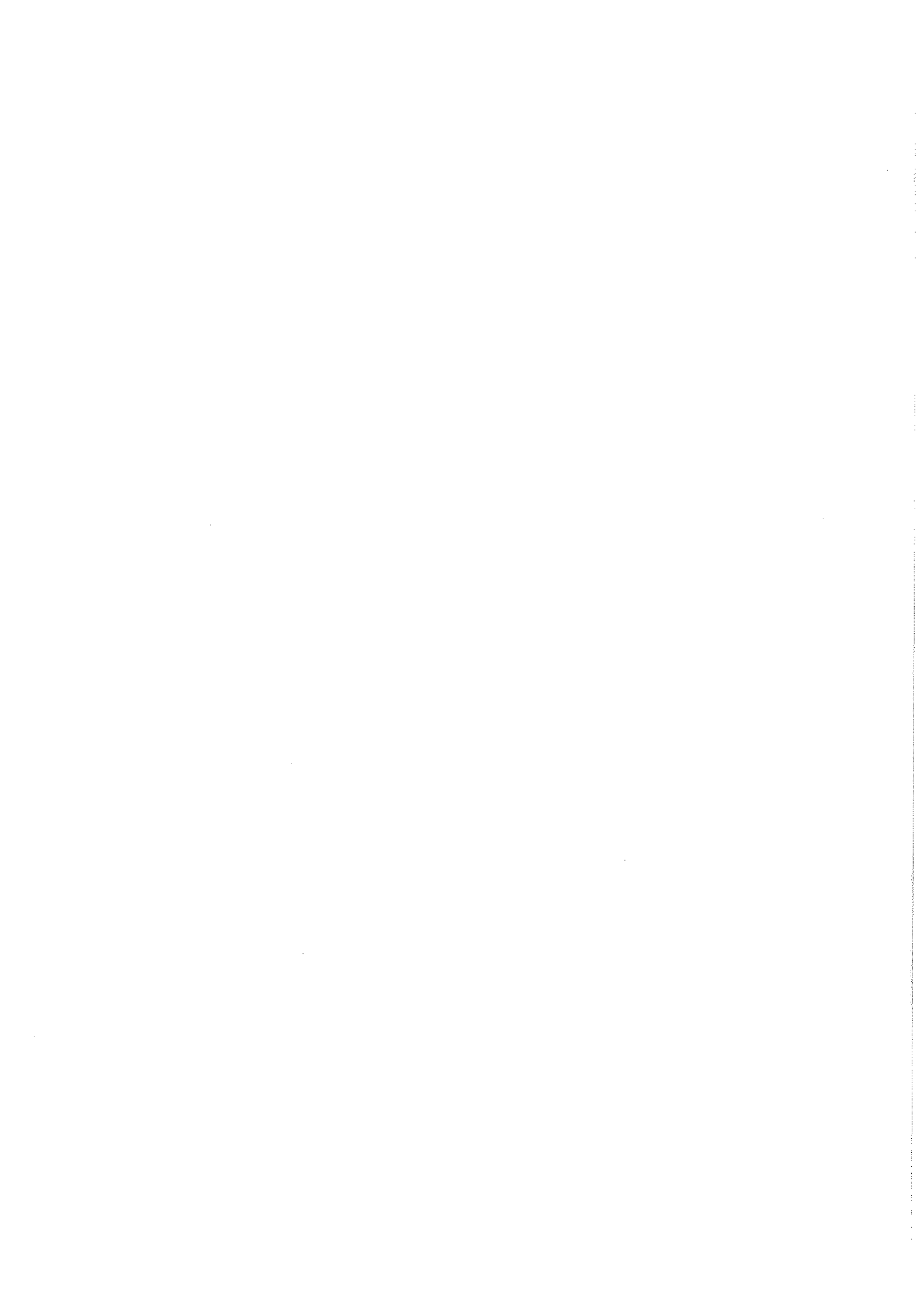
**Company Limited by Guarantee
and not having a share capital**

**Memorandum
and
Articles of Association
of
Newton Abbot Community Interest Company**

Incorporated 23 October 2008

No. 6732032

Model constitution for a private company limited by guarantee and not having a share capital with a large membership



The Companies Acts 1985 and 2006

**Company Limited by Guarantee
and not having a share capital**

Memorandum of Association

of

Newton Abbot Community Interest Company

1 COMMUNITY INTEREST COMPANY

The Company is to be a community interest company.

2 NAME

The Company's name is "Newton Abbot Community Interest Company".

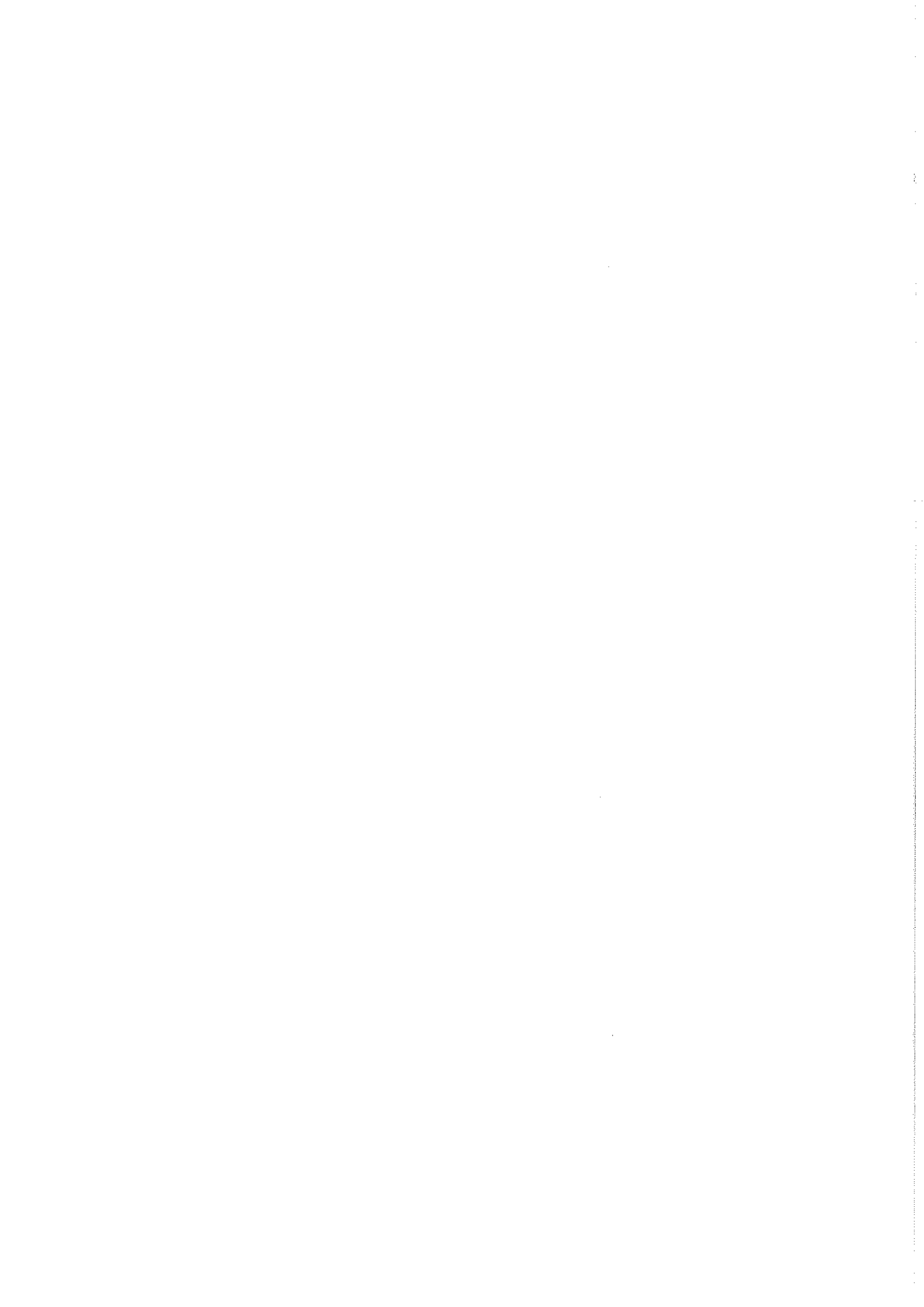
3 REGISTERED OFFICE

The Company's registered office will be in England and Wales.

OBJECTS

The Company's object is to carry on activities which benefit the community and in particular (without limitation) to

- Promote and carry forward the economic and community regeneration of Newton Abbot and the surrounding area (including the parishes of Abbotskerswell, Ipplepen, Kingskerswell, Kingsteignton, Ogwell and other adjoining parishes), in accordance with the Newton Abbot and District Strategic Community Plan;
- Further the Plan's vision for Newton Abbot in 2028 as a caring community whose members are involved in building an exciting future based on tradition, sustainability, enterprise and openness to change;
- Promote the realisation of the Plan's broad objectives of:
 - Newton Abbot town centre being the vibrant heart of a growing community and the market place of South Devon;
 - Newton Abbot being a significant centre for education and training, with a supportive environment for the development of the young people of the area;



- The business community in the Newton Abbot area thriving, being supported by the local authorities, and providing good and rewarding employment and training opportunities;
- Newton Abbot being a town that protects the environment and the enjoyment of life by future generations;
- Newton Abbot being a town that values its distinctive heritage and cultural life so that it forms a basis for the town's development for both residents and visitors;
- The people of Newton Abbot having a strong sense of community, and acting accordingly;
- Further the Plan vision and broad objectives by promoting the detailed objectives, and implementing the projects, set out in the Plan;
- Update the detailed objectives and projects of the Plan, as befits changing circumstances and new information, so that they continue to fulfill the vision and broad objectives of the Plan;
- Encourage other organisations and individuals to carry forward projects and initiatives that support the Plan, and liaise with them in doing so.

4 POWERS

The Company has the power to do anything which is incidental or conducive to the furtherance of its object.

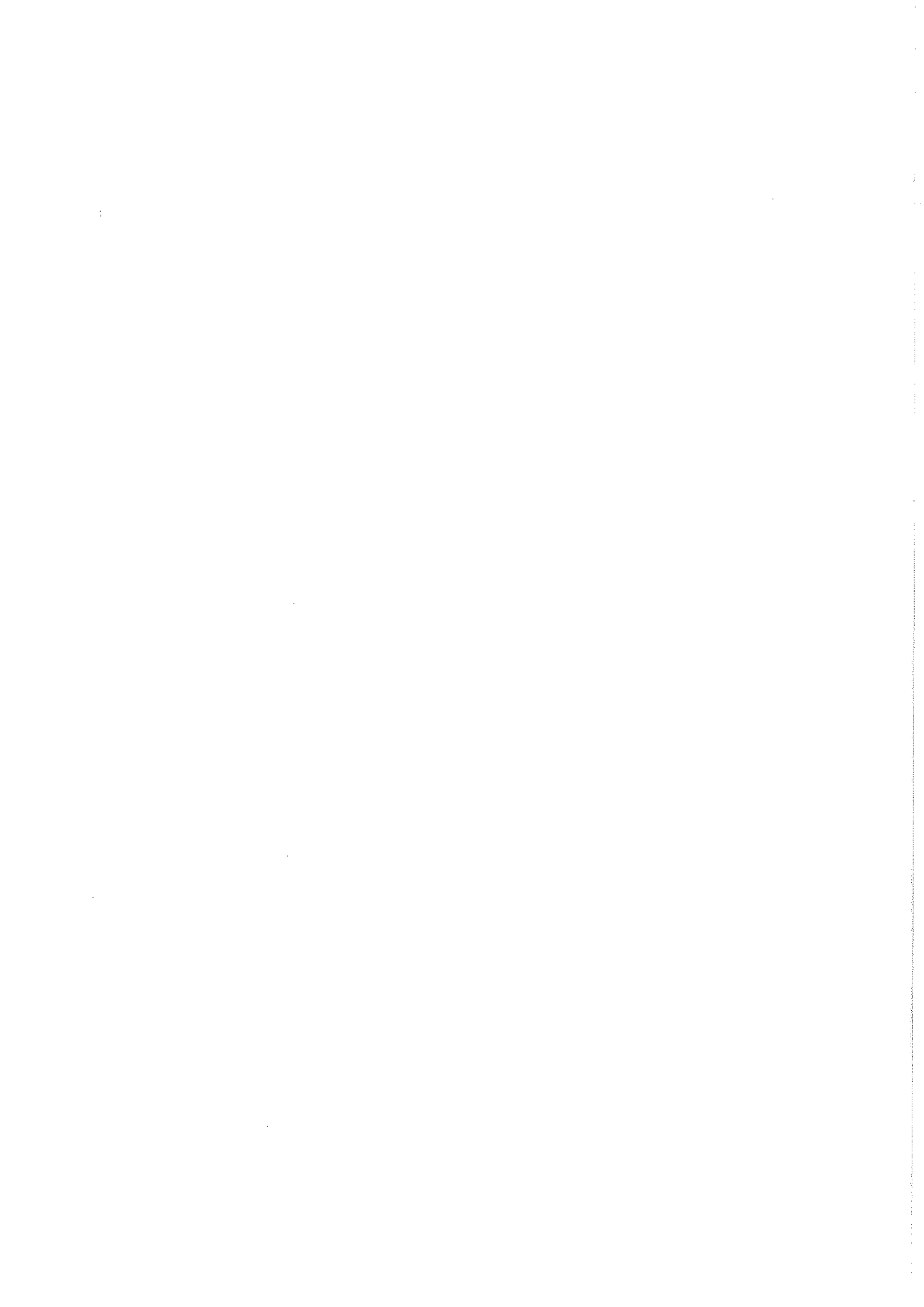
5 LIMITED LIABILITY

The liability of the Members is limited.

6 GUARANTEE

Every Member of the Company undertakes to contribute a sum not exceeding £1 to the assets of the Company if it is wound up during his, her or its membership or within one year afterwards:

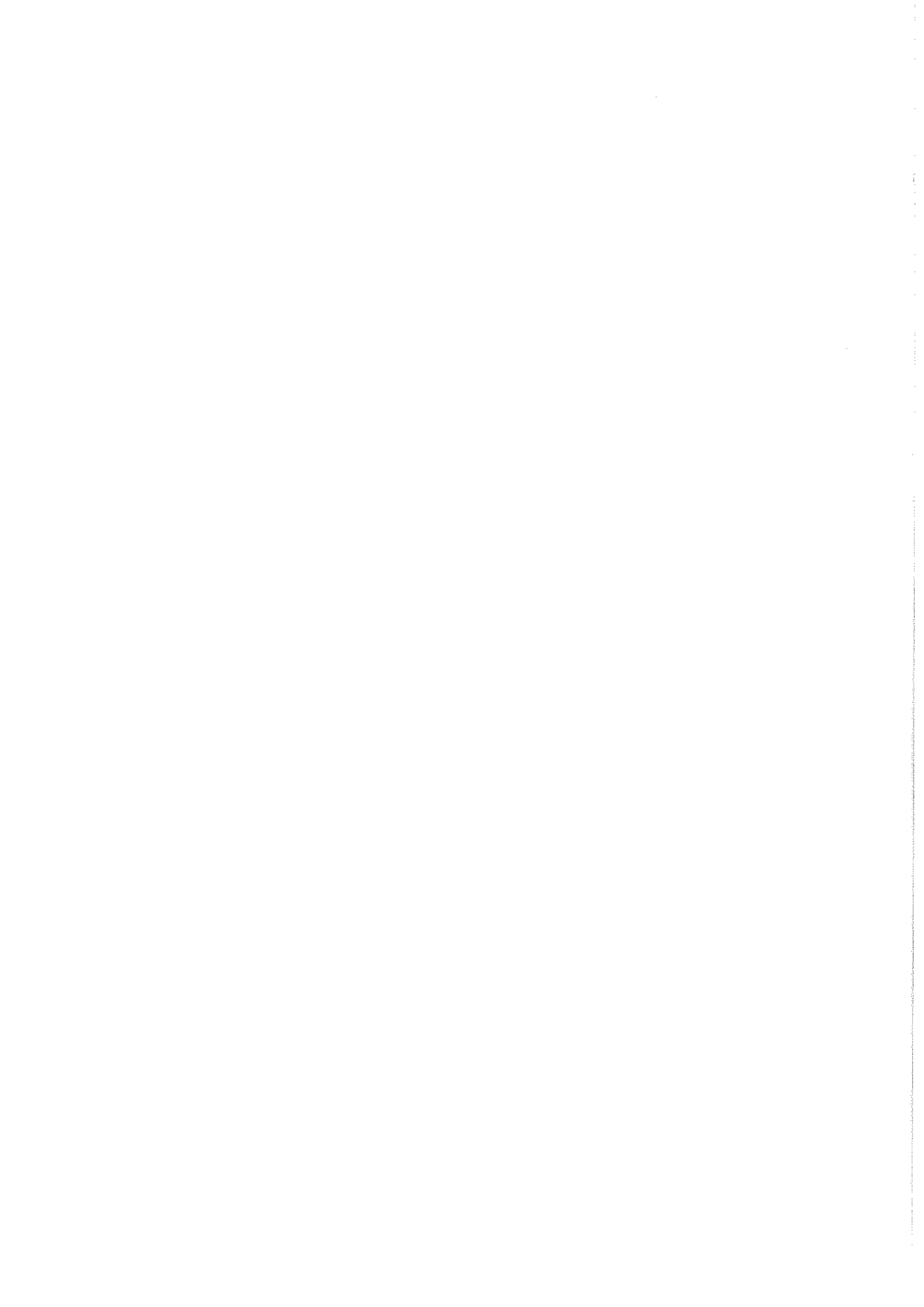
- (a) for payment of the debts and liabilities of the Company contracted before he, she or it ceased to be a Member;
- (b) for the costs, charges and expenses of winding up; and
- (c) for the adjustment of the rights of the contributories among themselves.



We, the subscribers to this Memorandum, wish to form a Company pursuant to this Memorandum.

Names, Addresses and Signatures of Subscribers

<p>1. Signature: <i>Kenneth C. Lewis</i></p> <p>Guarantee £1</p> <p>Name: <i>Kenneth Charles Lewis</i></p> <p>Address: <i>2 Whitehill Close, Newton Abbot, Devon TQ12 6QY</i></p> <p>Date: <i>10th October 2008</i></p> <p>Witness to the above signature: Signature: <i>F.J. Ballantyne</i></p> <p>Name: <i>Fiona J. Ballantyne</i></p> <p>Address: <i>2 Church House, Castle Street, Tiverton, Devon EX16 6GA</i></p>	<p>2. Signature: <i>John D. Pike</i></p> <p>Guarantee £1</p> <p>Name: <i>John Drew Pike</i></p> <p>Address: <i>Dunderdale Lawn, Penshurst Road, Newton Abbot, Devon TQ12 1EN</i></p> <p>Date: <i>10th October 2008</i></p> <p>Witness to the above signature: Signature: <i>F.J. Ballantyne</i></p> <p>Name: <i>Fiona J. Ballantyne</i></p> <p>Address: <i>2 Church House, Castle Street, Tiverton, Devon EX16 6GA</i></p>
<p>3. Signature: <i>A.J. Rew</i></p> <p>Guarantee £1</p> <p>Name: <i>Anthony John Rew</i></p> <p>Address: <i>Wolborough Barton, Newton Abbot, Devon</i></p> <p>Date: <i>10 October 2008</i></p> <p>Witness to the above signature: Signature: <i>F.J. Ballantyne</i></p> <p>Name: <i>Fiona J. Ballantyn</i></p> <p>Address: <i>2 Church House, Castle Street, Tiverton, Devon EX16 6GA</i></p>	



The Companies Acts 1985 and 2006

**Company Limited by Guarantee
and not having a share capital**

**Articles of Association
of
Newton Abbot Community Interest Company**

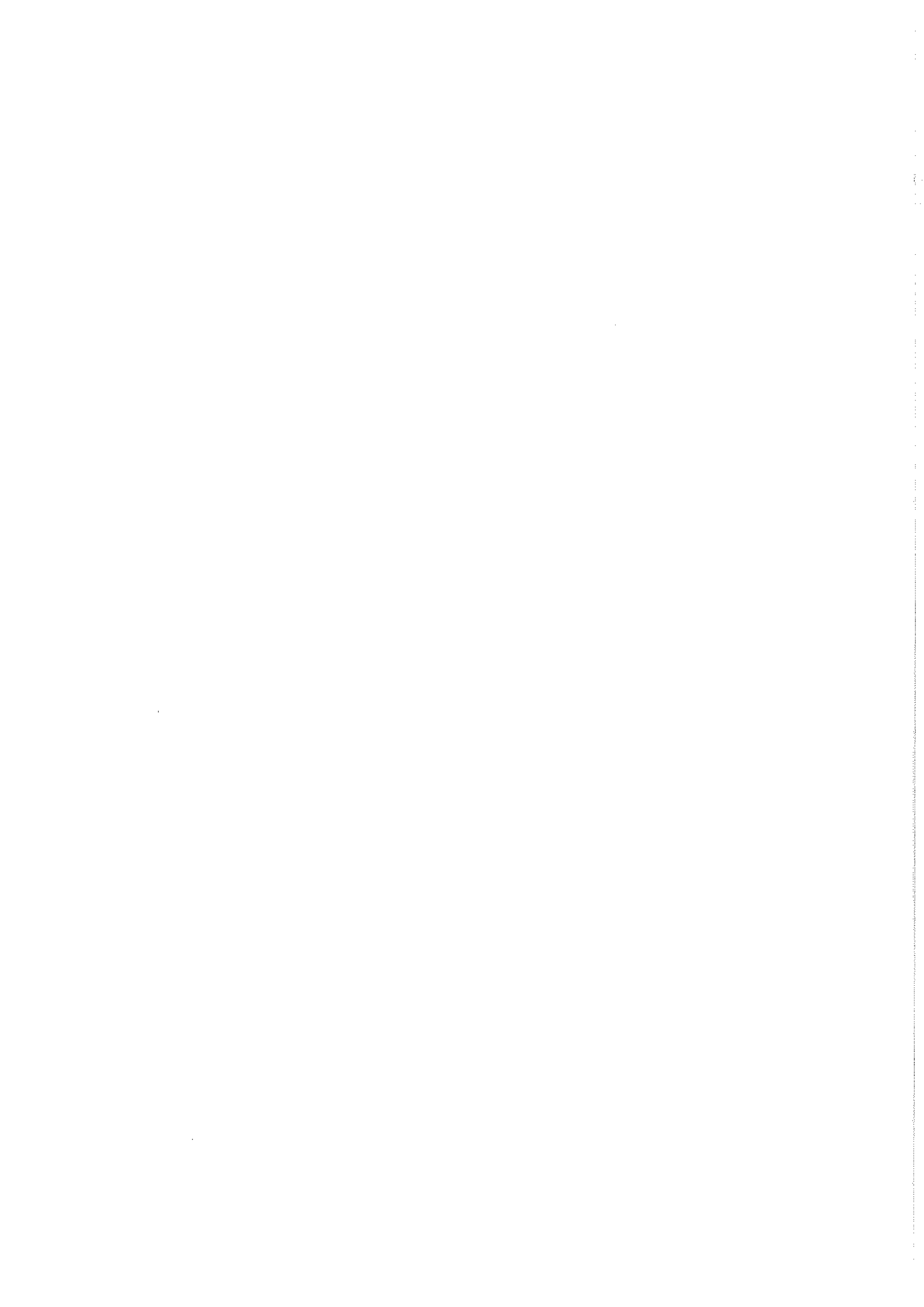
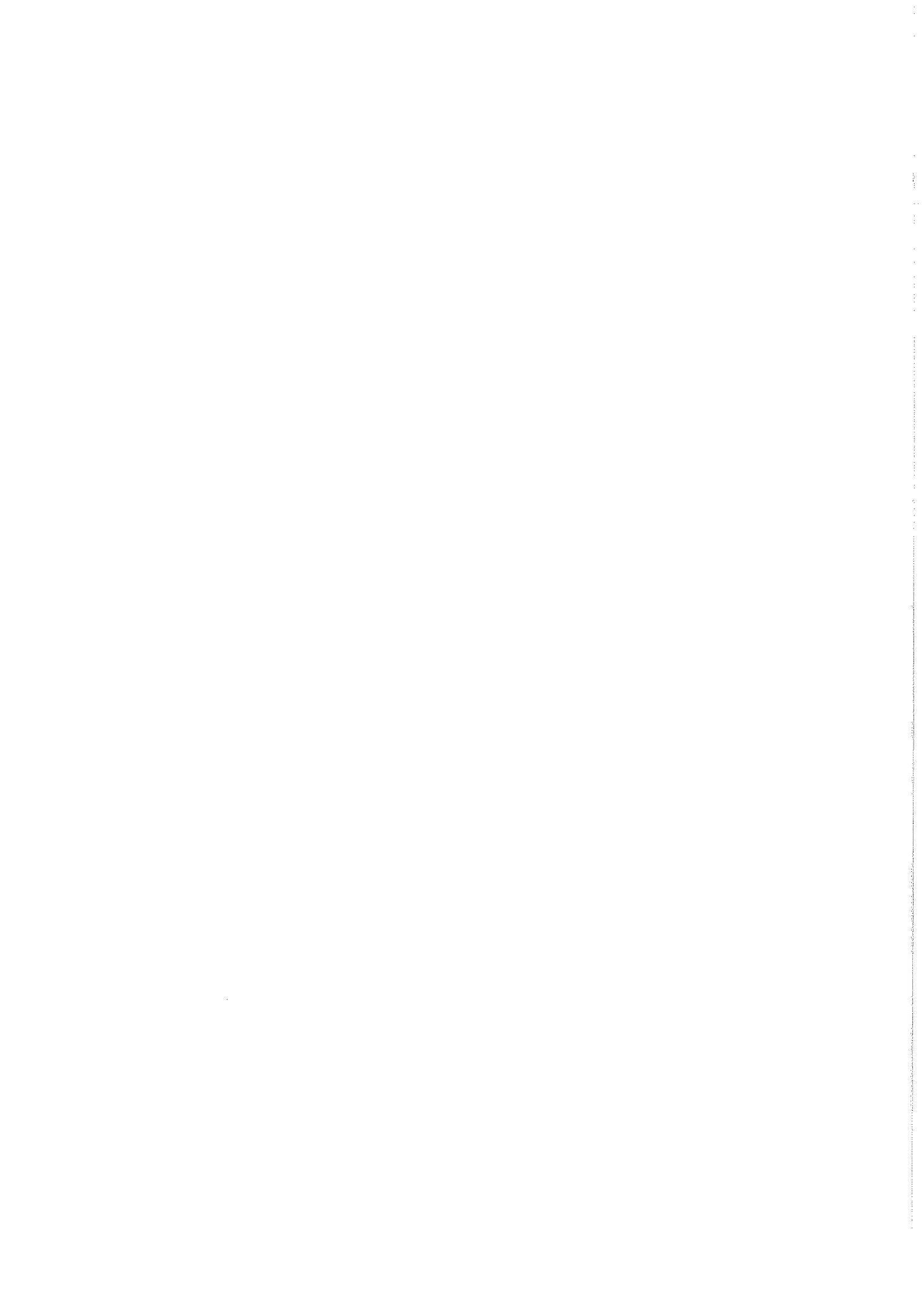
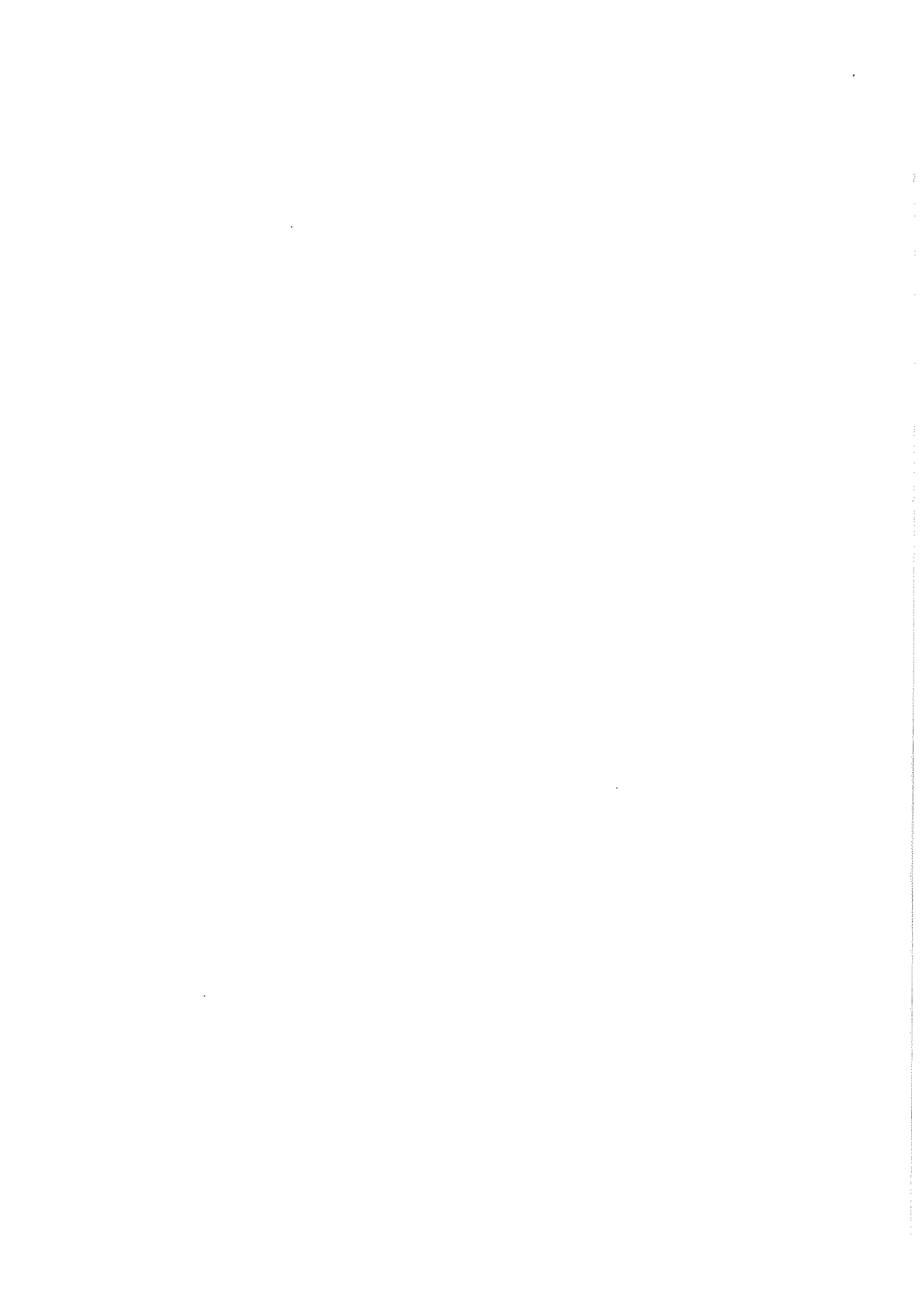


TABLE OF CONTENTS

Subject	Articles
<i>Part One: Definitions and Interpretation</i>	
Definitions	1
Interpretation	2
<i>Part Two: Asset Lock</i>	
Transfer of assets	3
<i>Part Three: Directors' Functions</i>	
Directors' general authority to manage the Company	4
Limits on Directors' functions	5
Directors' general authority to delegate functions	6
Committees of Directors	7
<i>Part Four: Decision-making by Directors</i>	
Scope of rules	8
Directors to take decisions collectively	9
Unanimous decisions	10
Majority decisions	11
Meetings of Directors	12
Conflicts of interest	13
Records to be kept	14
Specified number of Directors for majority decisions	15
Chairing of meetings of Directors	16
Directors' discretion to make further rules	17
Defect in appointment	18
<i>Part Five: Directors' Appointment and Terms of Service</i>	
Minimum number of Directors	19
Eligibility to be a Director	20
Methods of appointing Directors	21
Election of Directors at general meetings	22



Termination of Directors' appointment	23
Directors' remuneration and other terms of service	24
Directors' expenses	25
<i>Part Six: Appointment of Members</i>	
Appointment of Members	26
Transfer and termination of Membership	27
<i>Part Seven: General Meetings</i>	
General meetings	28
Notice	29
Quorum	30
Conduct of business – general	31
Voting procedures	32
Minutes	33
<i>Part Eight: Miscellaneous</i>	
Company Secretary	34
Company seal	35
Accounts and reports	36
Notices	37
Indemnity	38



PART ONE: DEFINITIONS AND INTERPRETATION

1 DEFINITIONS

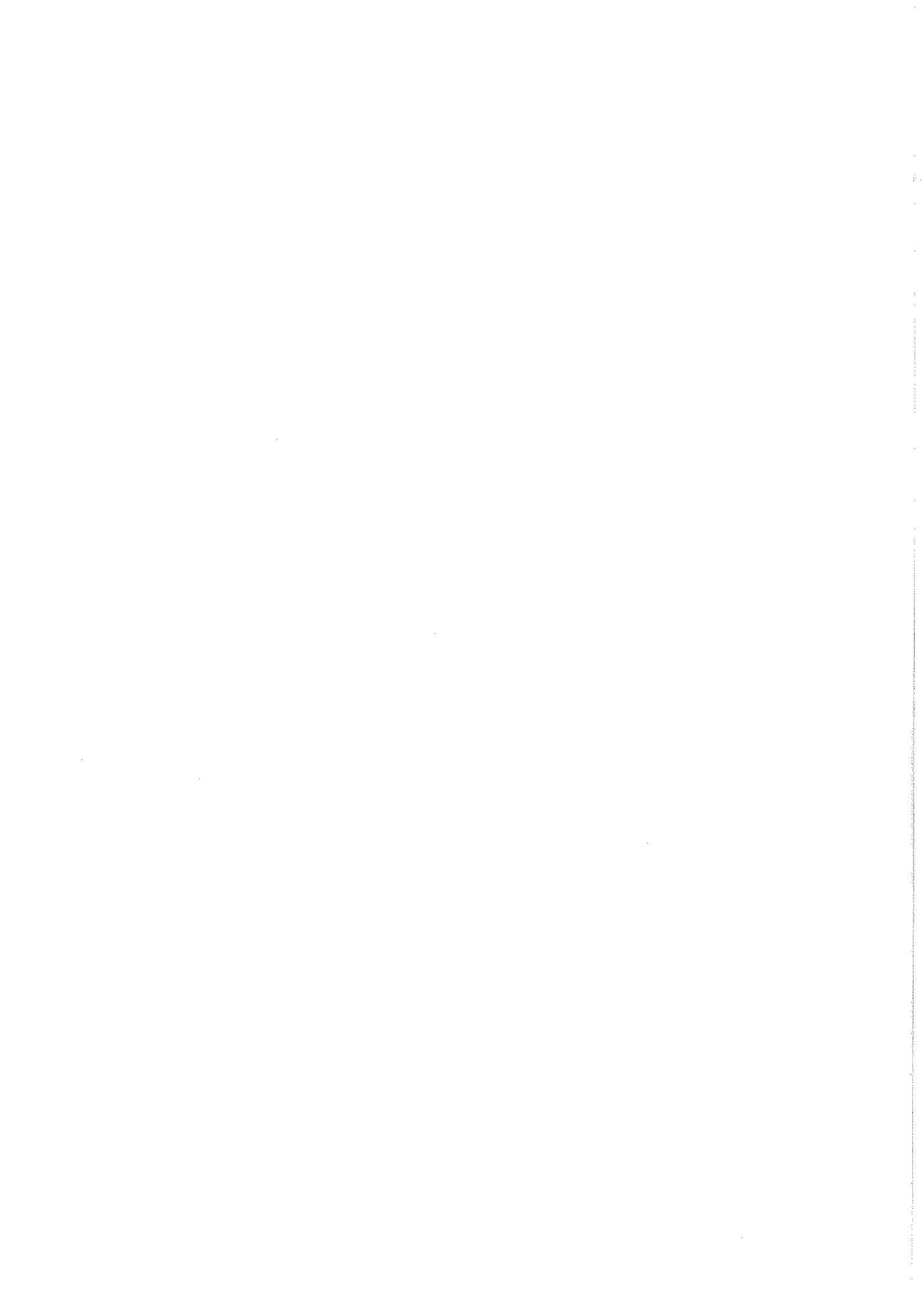
In these Articles the following terms shall have the following meanings.

Term	Meaning
“The Companies Acts”	the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force and any provisions of the Companies Act 2006 for the time being in force
“2004 Act”	the Companies (Audit, Investigations and Community Enterprise) Act 2004
“address”	in relation to electronic communications, includes any number or address used for the purposes of such communications
“Articles”	the Company’s Articles of Association
“Asset Locked Body”	a community interest company, a Charity, Scottish Charity, Northern Ireland Charity or a body established outside the United Kingdom that is equivalent to any of those persons
“Chair”	the meaning given in article 16
“Charity”	(except in the phrases “Scottish Charity” and “Northern Ireland Charity”) the meaning given by Section 96 of the Charities Act 1993
“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
“Company”	Newton Abbot Community Interest Company
“Director”	a Director of the Company, including any person occupying the position of Director, by whatever name called
“Directors’ functions”	the meaning given in article 4(1)

“electronic communication”	the meaning given in the Electronic Communications Act 2000
“in writing”	written printed or transmitted writing including by electronic communication
“majority decision”	the meaning given in article 11
“Members”	the members of the Company as defined in the 1985 Act
“Memorandum”	the Company’s Memorandum of Association
“Northern Ireland Charity”	a charity within the meaning of the Charities Act (Northern Ireland) 1964
“Regulations”	the Community Interest Company Regulations 2005
“Regulator”	the Regulator of Community Interest Companies
“relevant quorum”	the meaning given in article 15(1)
“remuneration”	any reasonable payment or benefit received, or to be received, by a Director or employee of the Company in consideration for that Director’s or employee’s services to the Company, and any arrangement in connection with the payment of a pension, allowance or gratuity to or in respect of any person who is to be, is, or has been a Director or employee of the Company or any of its predecessors in business
“Scottish Charity”	A body entered in the Scottish Charity Register
“Secretary”	the individual appointed as Company Secretary under article 34
“subsidiary”	the meaning given in section 736 of the Companies Act 1985
“unanimous decision”	the meaning given in article 10.

2 INTERPRETATION

(1) Unless the context requires otherwise, words or expressions defined in:



- (a) the Companies Acts,
- (b) the 2004 Act, or
- (c) the Regulations,

have the same meaning in the Articles.

(2) Without prejudice to the generality of paragraph (1):

- (a) “**community**” is to be construed in accordance with section 35 of the 2004 Act and Part 2 of the Regulations;
- (b) “**financial year**” has the meaning given in section 223 of the 1985 Act; and
- (c) “**transfer**” includes every description of disposition, payment, release or distribution and the creation or extinction of an estate or interest in, or right over, any property, or, in Scotland, a right, title or interest in or over any property.

(3) Unless the context requires otherwise, all references to legislative provisions are to the legislation concerned as amended, repealed, re-enacted or replaced and in force from time to time.

(4) Unless the context requires otherwise, words in the singular include the plural and words in the plural include the singular.

(5) All headings and explanatory notes are included for convenience only: they do not form part of the Articles, and shall not be used in the interpretation of the Articles.

PART TWO: ASSET LOCK

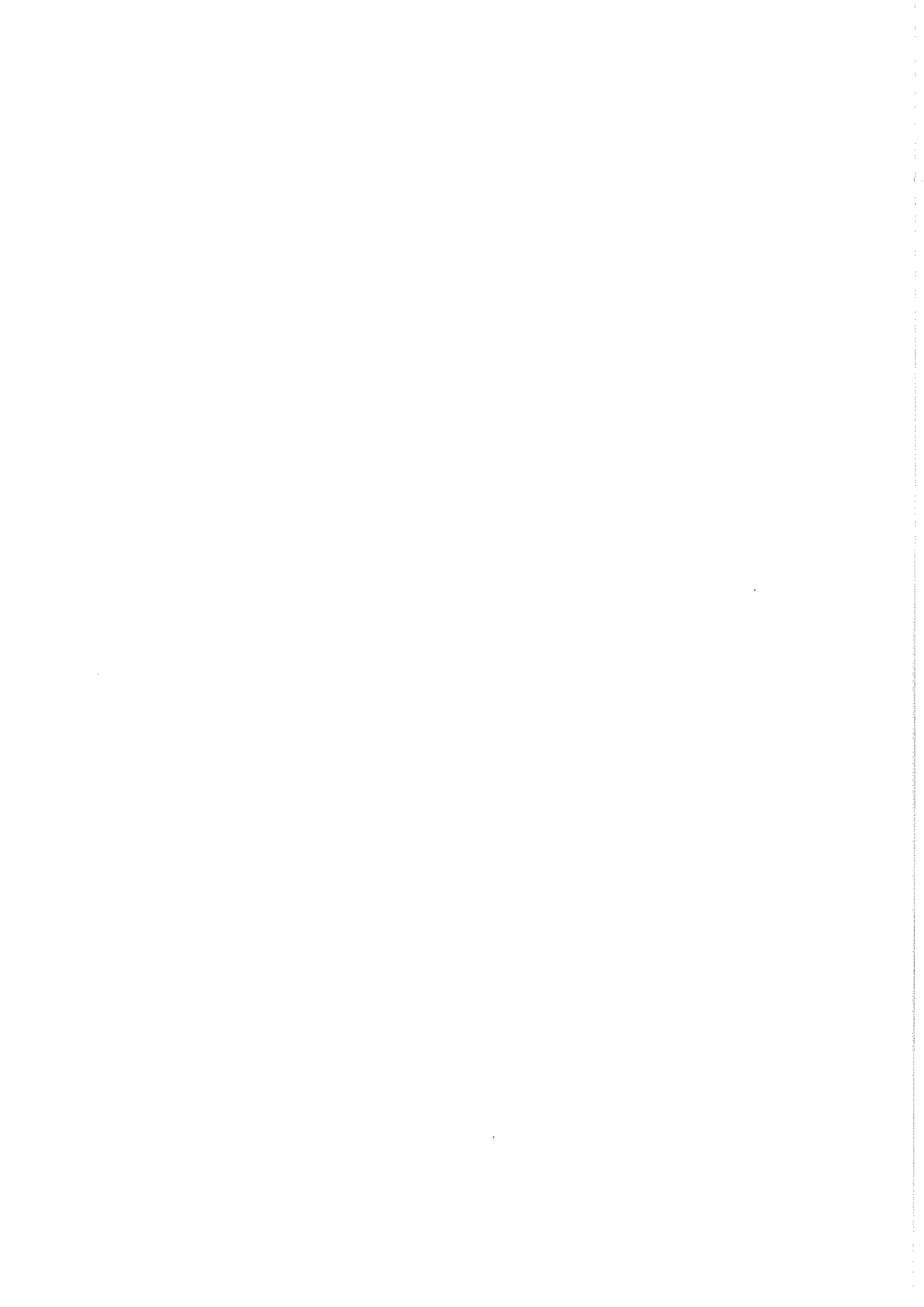
3 TRANSFER OF ASSETS

(1) The Company shall not transfer any of its assets other than for full consideration.

(2) Provided the condition specified in paragraph (3) is satisfied, paragraph (1) shall not apply to:

- (a) the transfer of assets to any Asset Locked Body specified in the Memorandum or Articles for the purposes of this article or (with the consent of the Regulator) to any other Asset Locked Body; and
- (b) the transfer of assets made for the benefit of the community other than by way of a transfer of assets to an Asset Locked Body.

(3) The condition is that the transfer of assets must comply with any restrictions on the transfer of assets for less than full consideration which may be set out elsewhere in the Memorandum or the Articles.



(4) If:

- (a) the Company is wound up under the Insolvency Act 1986; and
- (b) all its liabilities have been satisfied,

then any residual assets shall be given or transferred to the specified Asset Locked Body specified in the Memorandum and Articles for the purposes of this article.

(5) For the purposes of this article, the following Asset Locked Body is specified as a potential recipient of the Company's assets under paragraphs (2) and (4).

Name: Newton Abbot Community Transport Association

Registered Charity Number: 1124719

Registered Company Number: 6508034

Registered Office / Principal office address: Shopmobility, Multi Storey Car Park,
Sherborne Road, Newton Abbot TQ12 2QY

PART THREE: DIRECTORS' FUNCTIONS

4 DIRECTORS' GENERAL AUTHORITY TO MANAGE THE COMPANY

(1) The Directors' functions are:

- (a) to manage the Company's business; and
- (b) to exercise all the powers of the Company for any purpose connected with the Company's business.

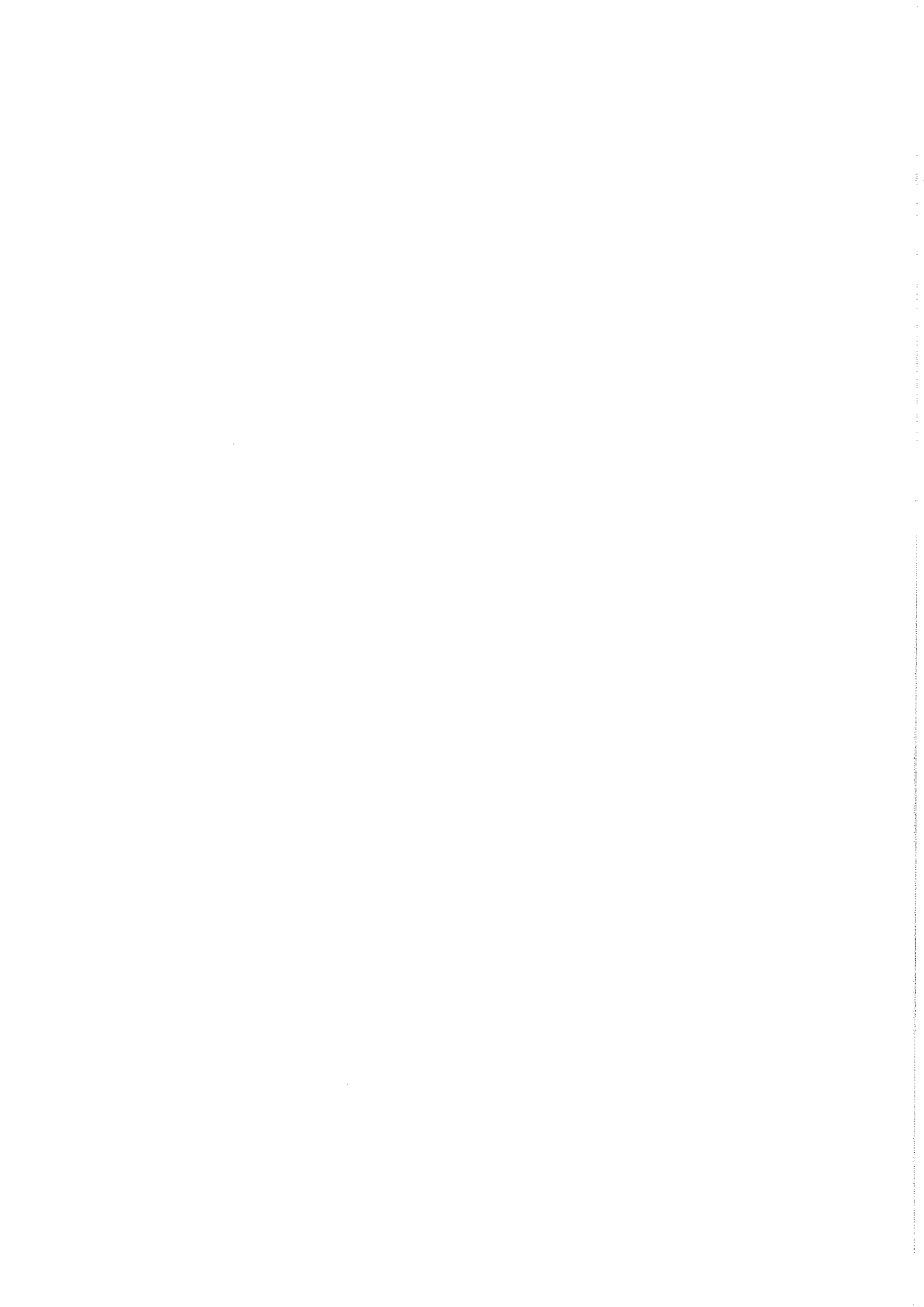
(2) The Directors may delegate their functions in accordance with the Articles.

5 LIMITS ON DIRECTORS' FUNCTIONS

(1) The Members may, by special resolution:

- (a) alter the scope of the Directors' functions; or
- (b) require the Directors to act in a specified manner.

(2) No special resolution passed under paragraph (2) shall have retrospective effect.



6 DIRECTORS' GENERAL AUTHORITY TO DELEGATE FUNCTIONS

- (1) Subject to the Articles, the Directors may delegate any of their functions to any person they think fit.
- (2) The Directors must not delegate to any person who is not a Director any decision connected with:
 - (a) the taking of decisions by Directors; or
 - (b) the appointment of a Director or the termination of a Director's appointment.
- (3) Any delegation under paragraph (1) may authorise further delegation of the Directors' functions by any person to whom they are delegated.

7 COMMITTEES OF DIRECTORS

- (1) Two or more Directors are a "committee" if the Directors have:
 - (a) delegated any of the Directors' functions to them; and
 - (b) indicated that they should act together in relation to that function.
- (2) The provisions of the Articles about how the Directors take decisions shall apply, as far as possible, to the taking of decisions by committees.

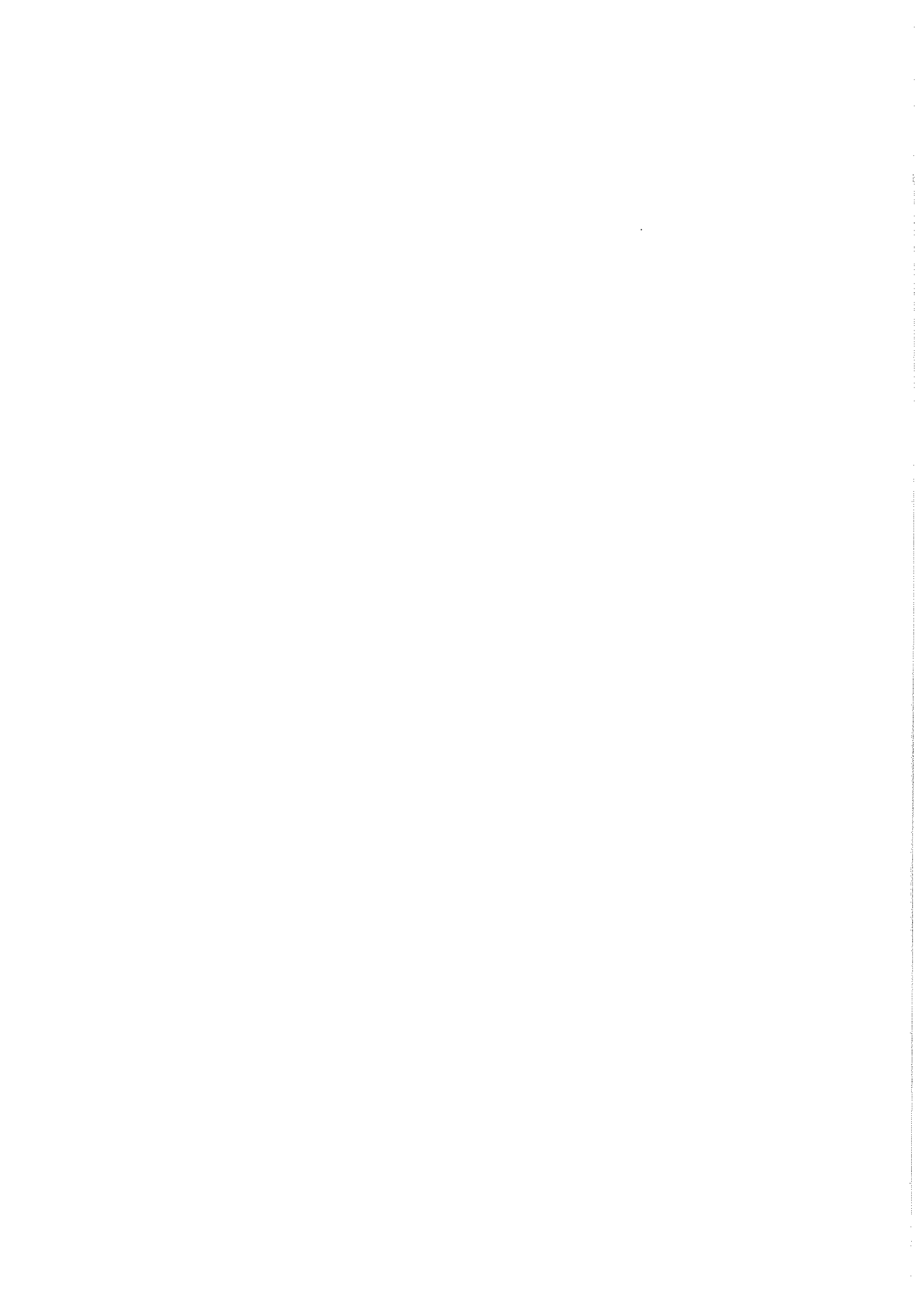
PART FOUR: DECISION-MAKING BY DIRECTORS

8 SCOPE OF RULES

- (1) References in the Articles to decisions of Directors are to decisions of Directors which are connected with their functions.
- (2) Except where the Articles expressly provide otherwise, provisions of the Articles about how the Directors take decisions do not apply:
 - (a) when the Company only has one Director; or
 - (b) to decisions delegated to a single Director.

9 DIRECTORS TO TAKE DECISIONS COLLECTIVELY

Any decision which the Directors take must be either a unanimous decision or a majority decision.



10 UNANIMOUS DECISIONS

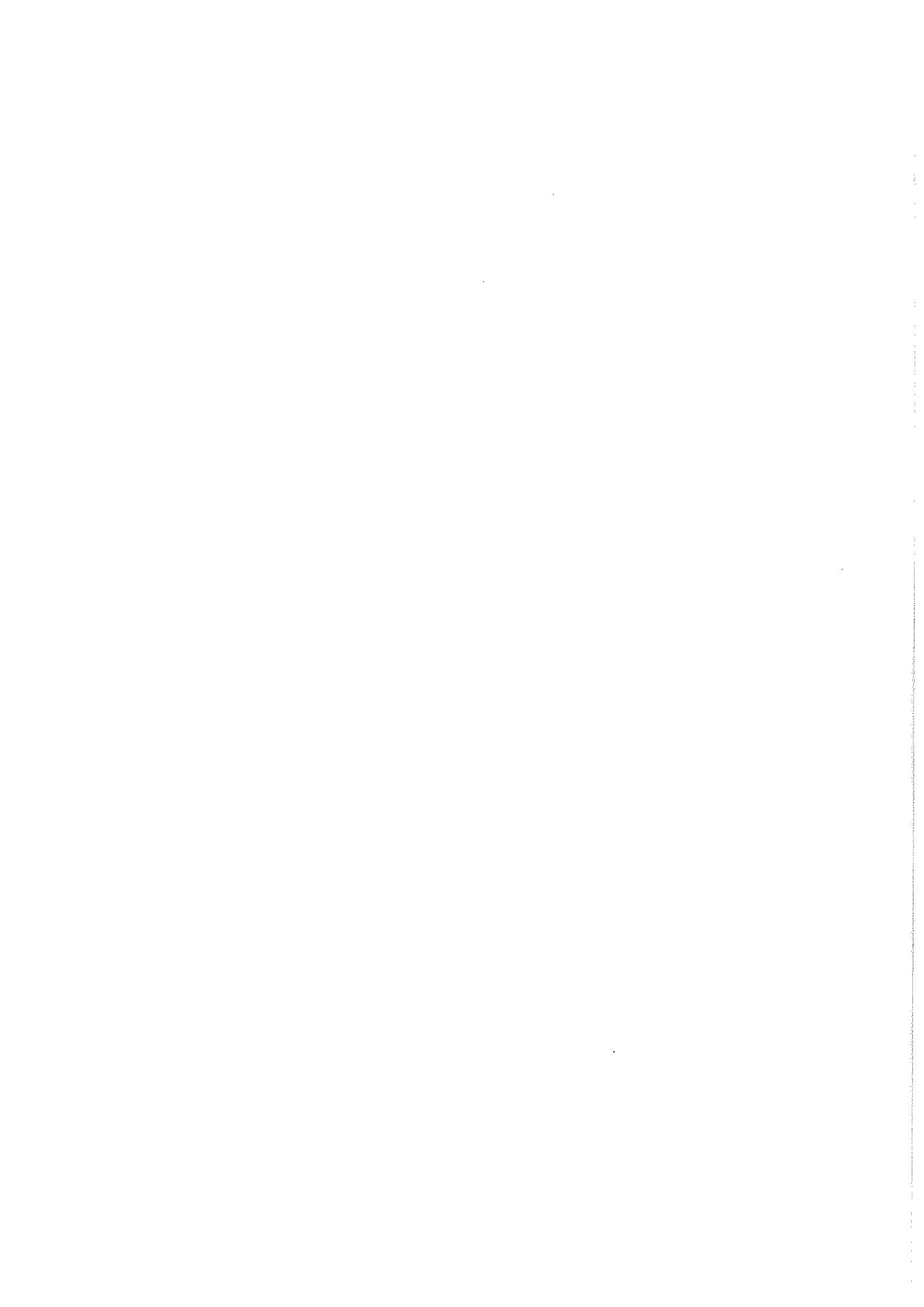
- (1) The Directors take a unanimous decision when they all indicate to each other that they share a common view on a matter.
- (2) A unanimous decision need not be taken at a meeting of Directors, or involve any discussion between Directors.

11 MAJORITY DECISIONS

- (1) The Directors take a majority decision if:
 - (a) every Director has been made aware of a matter to be decided by the Directors;
 - (b) all the Directors who indicate that they wish to discuss or vote on the matter have had a reasonable opportunity to communicate their views on it to each other; and
 - (c) a majority of those Directors vote in favour of a particular conclusion on that matter at a meeting of Directors.
- (2) Paragraph (1)(a) does not require communication with any Director with whom it is not practicable to communicate, having regard to the urgency and importance of the matter to be decided.

12 MEETINGS OF DIRECTORS

- (1) Any Director may call a meeting of Directors.
- (2) Every Director must be given reasonable notice of a meeting of Directors.
- (3) Paragraph (2) does not require notice to be given:
 - (a) in writing; or
 - (b) to Directors to whom it is not practicable to give notice, having regard to the urgency and importance of the matters to be decided, or who have waived their entitlement to notice.
- (4) Directors participating in a meeting of Directors:
 - (a) must participate at the same time, but may be in different places; and
 - (b) may communicate with each other by any means.
- (5) Questions arising at a meeting of Directors shall be decided by a majority of votes; in case of an equality of votes, the Chair shall have a second or casting vote.
- (6) A Director who is an alternate director shall be entitled in the absence of his appointer to a separate vote on behalf of his appointer in addition to his own vote.



(7) Except as provided by paragraphs (5) and (6), in all proceedings of Directors each Director must not have more than one vote.

13 CONFLICTS OF INTEREST

(1) In this article, a “relevant interest” is:

- (a) any interest which a Director has in; or
- (b) any duty which a Director owes to a person other than the Company in respect of,

an actual or proposed transaction or arrangement with the Company.

(2) For the purposes of paragraph (1)(a), a Director shall be deemed to have an interest in a transaction or arrangement if:

- (a) the Director or any partner or other close relative of the Director has an actual or potential financial interest in that transaction or arrangement;
- (b) any person specified in paragraph (2)(a) is a partner in a firm or limited partnership, or a director of or a substantial shareholder in any Company, which has an actual or potential commercial interest in that transaction or arrangement; or
- (c) any other person who is deemed to be connected with that Director for the purposes of section 317 of the 1985 Act has a personal interest in that transaction or arrangement.

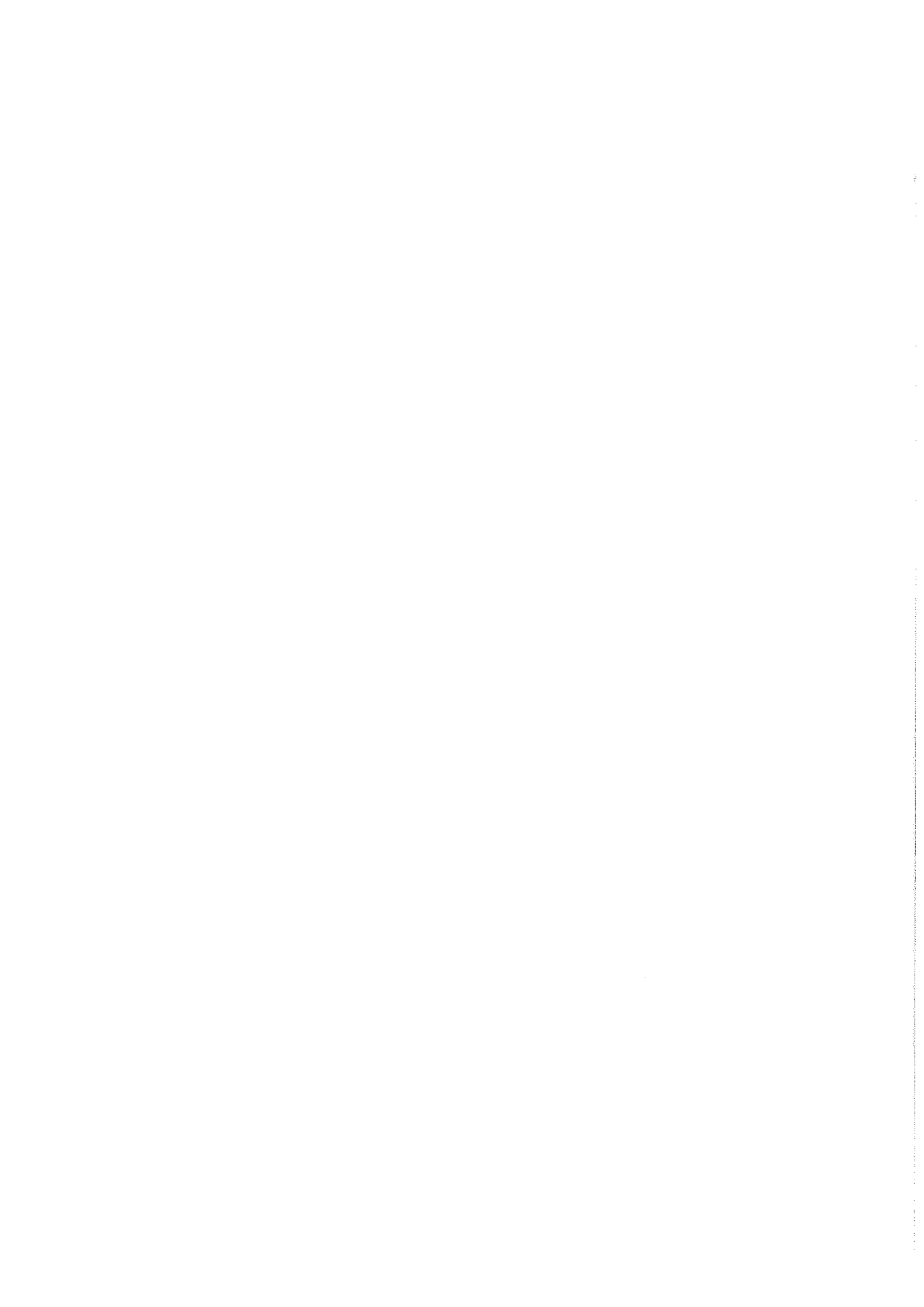
(3) Subject to paragraph (8)(b), a Director who has a relevant interest must disclose the nature and extent of that interest to the other Directors.

(4) Subject to paragraphs (5) and (6), when the Directors take a majority decision on any matter relating to a transaction or arrangement in which a Director has a relevant interest:

- (a) no Director who has such a relevant interest may vote on that matter; and
- (b) for the purposes of determining whether a relevant quorum is present, or whether a majority decision has been taken in relation to that matter, such a Director’s participation in the decision-making process shall be ignored.

(5) Paragraph (4) does not apply:

- (a) if the Director’s interest cannot reasonably be regarded as giving rise to any real possibility of a conflict between the interests of the Director and the Company; or
- (b) if the Director’s interest only arises because the Director has given, or has been given, a guarantee, security or indemnity in respect of an obligation incurred by or on behalf of the Company or any of its subsidiaries.



(6) The Members may by ordinary resolution decide to disapply paragraph (4), either in relation to majority decisions generally or in relation to a particular decision.

(7) Subject to the Companies Acts, if a Director complies with paragraph (3):

(a) that Director:

(i) may be a party to, or otherwise interested in, the transaction or arrangement in which that Director has a relevant interest; and

(ii) shall not, by reason of being a Director, be accountable to the Company for any benefit derived from that transaction or arrangement; and

(b) the transaction or arrangement in which that Director has a relevant interest shall not be liable to be treated as void as a result of that interest.

(8) For the purposes of paragraph (3):

(a) a general notice given to the Directors that a Director is to be regarded as having a specified interest in any transaction or arrangement shall be deemed to be a disclosure that the Director has an interest in any such transaction or arrangement of the nature and extent so specified; and

(b) any interest of which a Director has no knowledge, and could not reasonably be expected to have knowledge, shall be disregarded.

14 RECORDS TO BE KEPT

(1) The Directors are responsible for ensuring that the Company keeps a record in writing, of:

(a) every unanimous or majority decision taken by the Directors; and

(b) every declaration by a Director of an interest in an actual or proposed transaction with the Company.

(2) Any record kept under paragraph (1) must be kept:

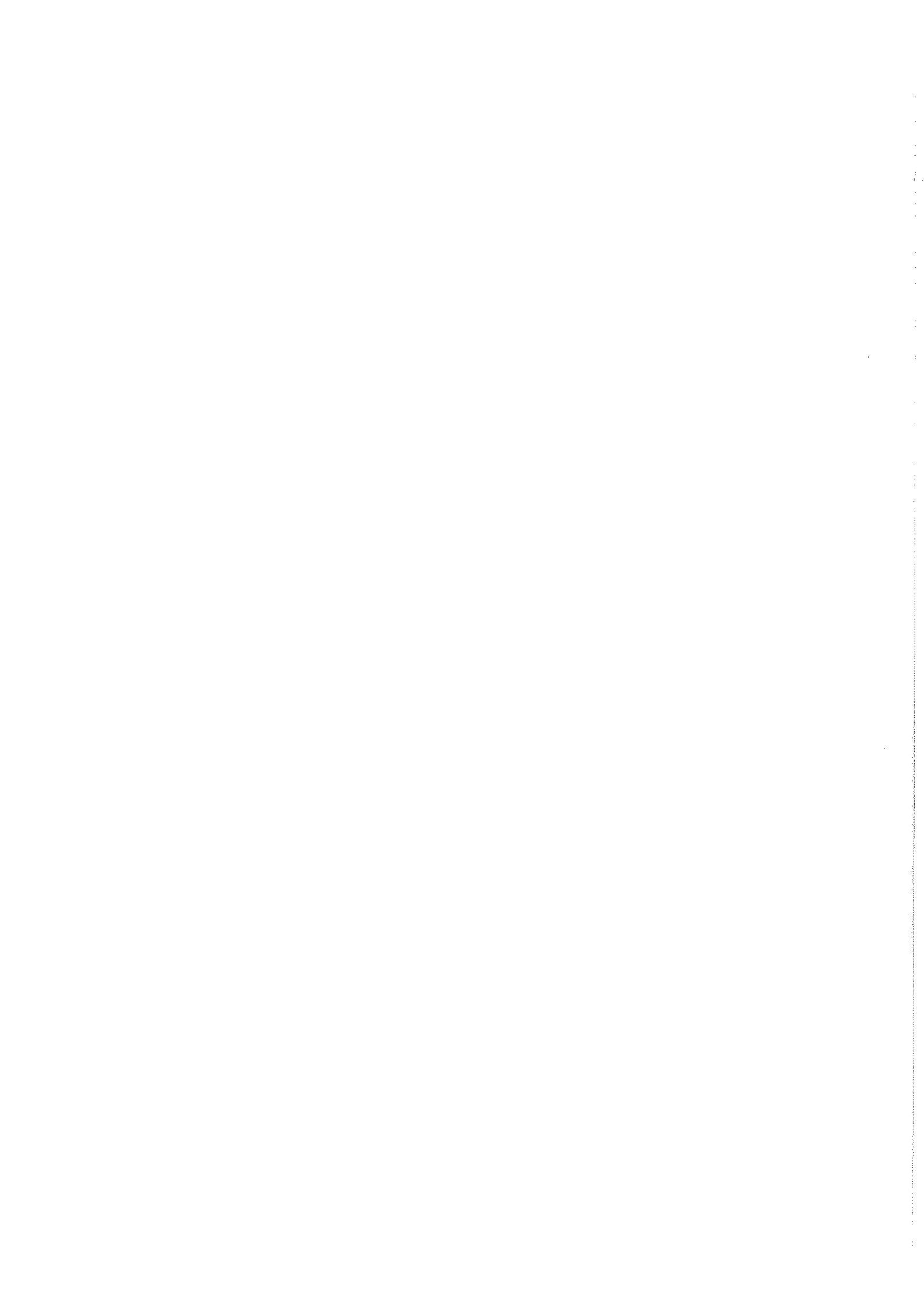
(a) for at least ten years from the date of the decision or declaration recorded in it;

(b) together with other such records; and

(c) in such a way that it is easy to distinguish such records from the Company's other records.

15 SPECIFIED NUMBER OF DIRECTORS FOR MAJORITY DECISIONS

(1) Subject to paragraph (2), no majority decision shall be taken at a meeting of Directors unless two (the "relevant quorum") participate in the meeting and are entitled to vote on the matter on which a majority decision is to be taken.



- (2) If the Company has one or more Directors, but the total number of Directors is less than the relevant quorum, a meeting of Directors may take a majority decision:
- (a) to appoint further Directors; or
 - (b) that will enable the Members to appoint further Directors.

16 CHAIRING OF MEETINGS OF DIRECTORS

- (1) The Directors shall appoint a Director to chair all meetings of Directors.
- (2) If the person appointed under paragraph (1) is for any reason unable or unwilling to chair a particular meeting, the Directors shall appoint another Director to chair that process.
- (3) The Directors may terminate an appointment made under paragraph (1) or paragraph (2) at any time.
- (4) A Director appointed under this article shall be known as the Chair for as long as such appointment lasts.

17 DIRECTORS' DISCRETION TO MAKE FURTHER RULES

- (1) Subject to the Articles, the Directors may make any rule which they think fit about how they take decisions.
- (2) The Directors must ensure that any rule which they make about how they take decisions is communicated to all persons who are Directors while that rule remains in force.

18 DEFECT IN APPOINTMENT

- (1) This article applies if:
- (a) a decision is taken by the Directors, or a committee of the Directors, or a person acting as a Director; and
 - (b) it is subsequently discovered that a person who, acting as a Director, took, or participated in taking, that decision:
 - (i) was not validly appointed as a Director;
 - (ii) had ceased to hold office as a Director at the time of the decision;
 - (iii) was not entitled to take that decision; or
 - (iv) should, in consequence of a conflict of interests, not have voted in the process by which that decision was taken.
- (2) Where this article applies:



- (a) the discovery of any defect of the kind specified in paragraph (1)(b) shall not invalidate any decision which has been taken by, or with the participation of, the person in relation to whom that defect existed; and
- (b) any such decision shall be as valid as if no such defect existed in relation to any person who took it or participated in taking it.

PART FIVE: DIRECTORS' APPOINTMENT AND TERMS OF SERVICE

19 MINIMUM NUMBER OF DIRECTORS

The number of Directors shall not be less than two and the total number of Directors in office at any one time shall not exceed 12.

20 ELIGIBILITY TO BE A DIRECTOR

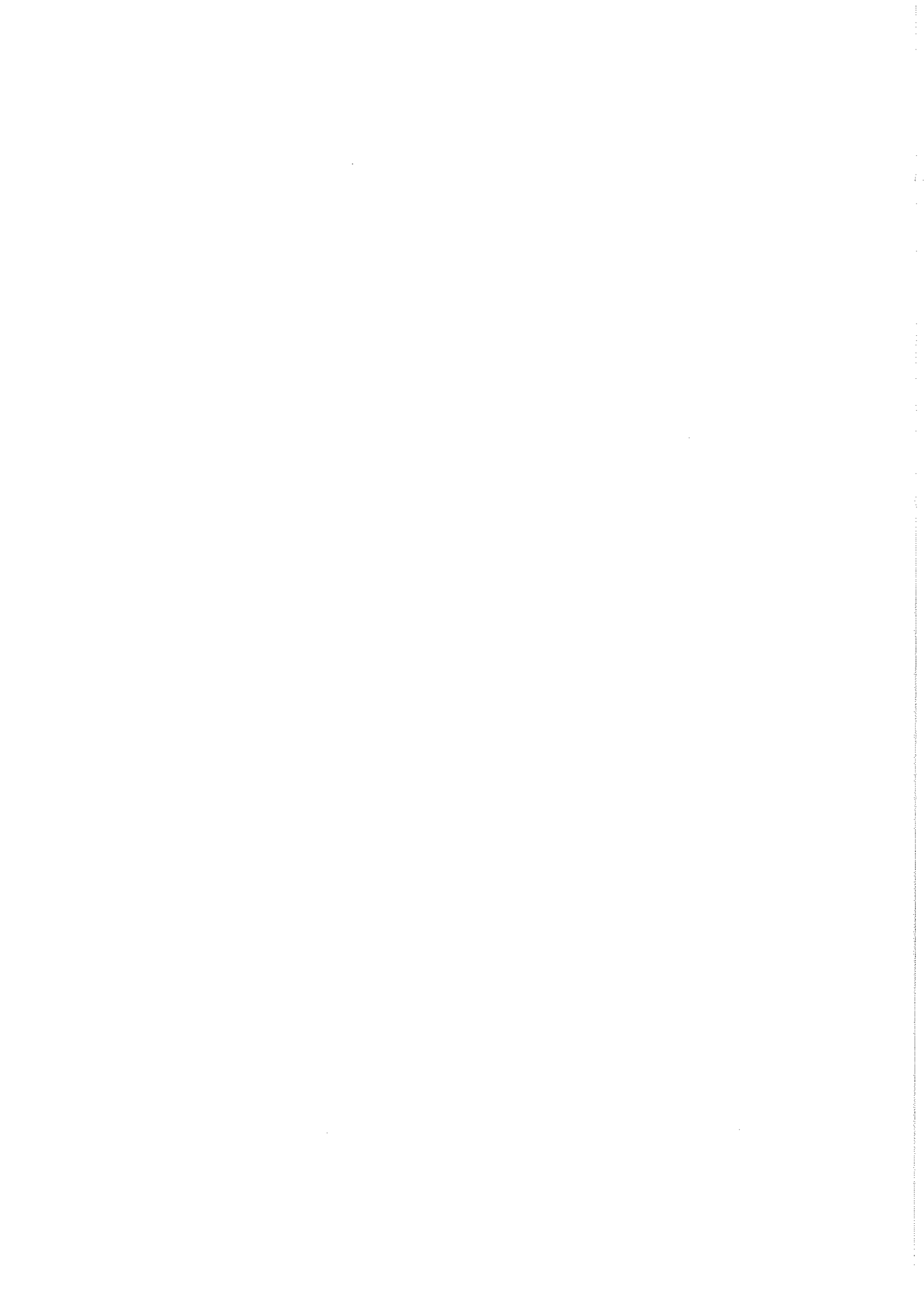
- (1) A person shall not be a Director unless that person:
 - (a) is a Member and (if that person is an individual) is willing to serve as a Director and has attained the age of 18 years; and
 - (b) is elected or appointed as a Director in accordance with the Articles.
- (2) No person shall be elected or appointed as a Director in circumstances which, if that person had already been a Director, would have resulted in that person ceasing to be a Director under the Articles.

21 METHODS OF APPOINTING DIRECTORS

- (1) The first Directors shall be the persons named in the Form 10 upon incorporation.
- (2) Thereafter, Directors may be appointed:
 - (a) by decision of the Directors; or
 - (b) by ordinary resolution of the Members,provided that the appointment does not cause the number of Directors to exceed any number fixed by or in accordance with the Articles as the maximum number of Directors.
- (3) No powers to appoint Directors may be given to persons who are not Members which immediately after their exercise could result in the majority of the Directors having been appointed by persons who are not Members.

22 ELECTION OF DIRECTORS AT GENERAL MEETINGS

- (1) A person who wishes to be considered for election or re-election as a Director at a general meeting shall give notice to the Secretary at least fourteen but not more than thirty-five clear days before the date appointed for the meeting.
- (2) At least seven but not more than twenty-eight clear days before the date appointed for holding a general meeting notice shall be given to all who are entitled to receive notice of the meeting of any person who is eligible for election or re-election as Director and has given notice under paragraph (1) (each such person being, for the purposes of this article, a "candidate").
- (3) Every notice given under paragraphs (1) or (2) shall state those particulars which would be required to be included in the Company's register of Directors if the person to which the notice relates were to be elected a Director.
- (4) Subject to paragraph (5), the question whether each such person is to be elected as a Director shall be decided by a separate ordinary resolution of the Members at the annual general meeting.
- (5) If:
 - (a) a number has been fixed by or in accordance with the Articles as the maximum number of Directors (the "relevant maximum"); and
 - (b) the election of all of the candidates would cause the number of Directors to exceed the relevant maximum,then the election of Directors shall follow the procedure set out in paragraph (6) rather than that set out in paragraph (4).
- (6) Where the conditions specified in paragraph (5) are fulfilled:
 - (a) each Member shall be invited to vote on the candidates by ranking them in order of preference on ballot papers which they must sign and return to the Company at or before the general meeting in order to cast their votes on the candidates (and any ballot papers returned at the general meeting must be returned before the time appointed for the return of ballot papers by the chair of the meeting);
 - (b) the general meeting may be adjourned for the counting of votes under paragraph (6)(a) (and, if it is so adjourned, the existing Directors shall continue in office until the outcome of the vote has been determined); and
 - (c) the candidates elected as Directors shall be those who have been ranked highest in order of preference, taking account of the average of all Members' votes, and shall be equal in number to the relevant maximum less the number of existing Directors.
- (7) If fewer than the minimum number of Directors are elected at a general meeting, the Directors shall appoint further Directors to fill any vacancy.



23 TERMINATION OF DIRECTORS' APPOINTMENT

(1) A person shall cease to be a Director if:

- (a) that person ceases to be a Member;
- (b) that person ceases to be a Director by virtue of any provision of the Companies Acts, or is prohibited by law from being a Director;
- (c) any notice to the Company that that person is resigning or retiring from office as Director takes effect (except that where such resignation or retirement would otherwise lead to the Company having fewer than two Directors, it shall not take effect until sufficient replacement Directors have been appointed);
- (d) the Members pass an ordinary resolution removing that person from office;
- (e) a contract under which that person is appointed as a Director of, or personally performs services for, the Company or any of its subsidiaries terminates, and the Directors decide that that person should cease to be a Director;
- (f) the Directors decide, at a meeting of Directors, that that person should be removed from office, but such a decision shall not be taken unless the person in question has been given:
 - (i) at least fourteen clear days' notice in writing of the proposal to remove that person from office, specifying the circumstances alleged to justify removal from office; and
 - (ii) a reasonable opportunity of being heard by, or of making representations in writing to, the Directors.

(2) No powers to remove Directors may be given to persons who are not Members which immediately after their exercise could result in either:

- (a) the majority of the remaining Directors having been appointed by persons who are not Members; or
- (b) the number of Directors removed during the financial year of the Company by persons who are not Members exceeding the number of the remaining Directors,

but this shall not prevent a Director from appointing, or subsequently removing, an alternate director, if permitted to do so by the Articles.

24 DIRECTORS' REMUNERATION AND OTHER TERMS OF SERVICE

(1) Subject to the Companies Acts, and the Articles, the Company satisfying the community interest test, and any resolution passed under paragraph (2), the Directors may decide the

terms (including as to remuneration) on which a Director is to perform Directors' functions, or otherwise perform any service for the Company or any of its subsidiaries.

- (2) The Members may by ordinary resolution limit or otherwise specify the remuneration to which any Director may be entitled, either generally or in particular cases.

25 DIRECTORS' EXPENSES

The Company may meet all reasonable expenses which the Directors properly incur in connection with:

- (a) the exercise of their functions; or
- (b) the performance of any other duty which they owe to, or service which they perform for, the Company or any of its subsidiaries.

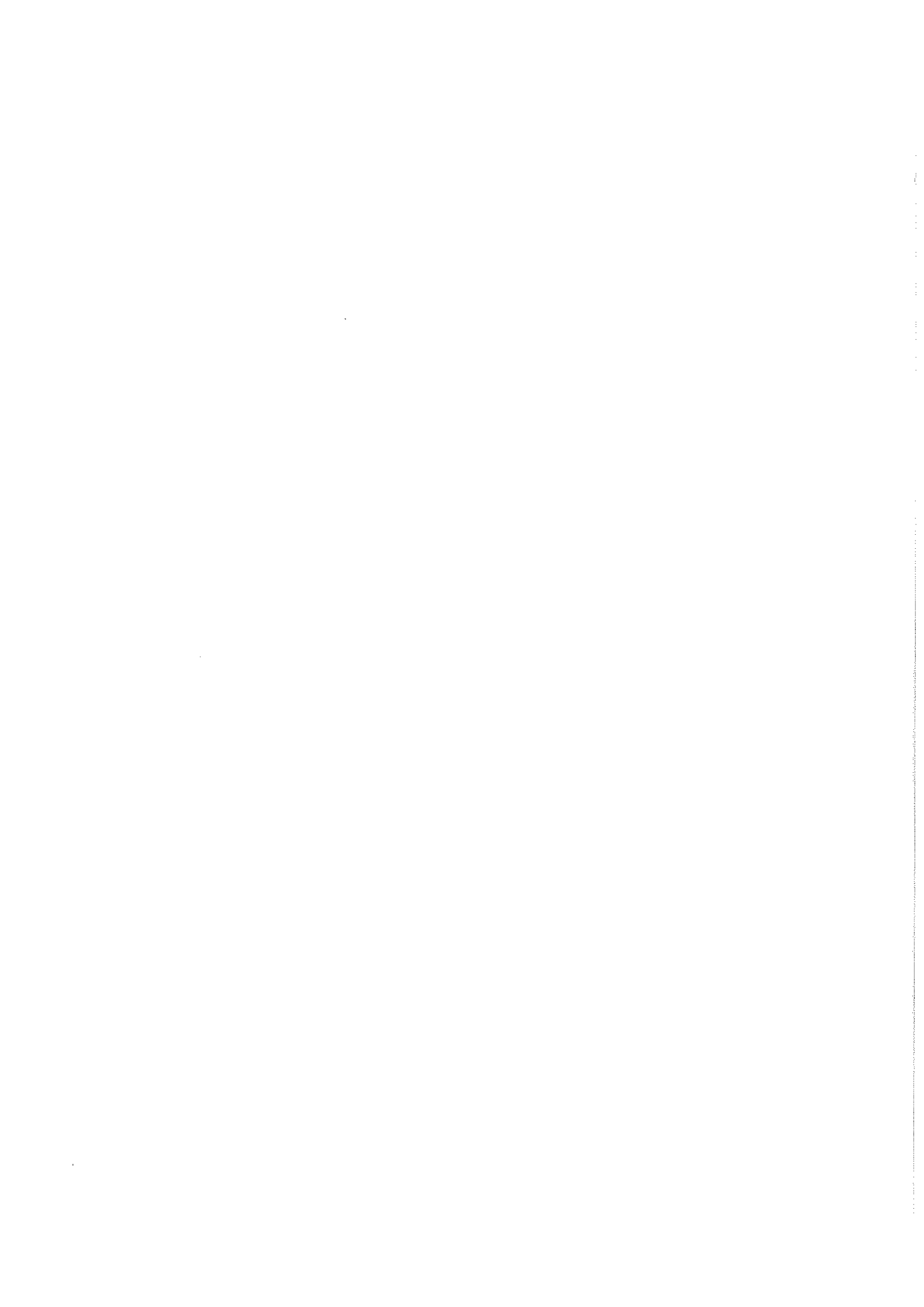
PART SIX: MEMBERS

26 APPOINTMENT OF MEMBERS

- (1) The subscribers to the Memorandum are the first Members of the Company.
- (2) Such other persons as agree to become Members of the Company, whose names are entered in the register of Members, and who are admitted to membership in accordance with the Articles, shall be Members of the Company.
- (3) No person shall be admitted as a Member of the Company unless he, she or it is approved by the Directors.
- (4) Every person who wishes to become a Member shall execute and deliver to the Company an application for membership in such form (and containing such information) as the Directors require.

27 TRANSFER AND TERMINATION OF MEMBERSHIP

- (1) Membership is not transferable to anyone else.
- (2) Membership is terminated if:
 - (a) the Member dies or ceases to exist;
 - (b) the Members pass an ordinary resolution expelling the Member; or
 - (c) otherwise in accordance with the Articles.
- (3) No resolution shall be passed under paragraph (2) unless the Member has been given:



- (a) at least fourteen clear days' notice in writing that it is proposed to expel him, her or it, specifying the circumstances alleged to justify expulsion; and
- (b) a reasonable opportunity of being heard by or of making written representations to the Members passing the ordinary resolution.

PART SEVEN: GENERAL MEETINGS (MEETINGS OF MEMBERS)

28 GENERAL MEETINGS

- (1) The Directors may decide to call a general meeting at any time.
- (2) The Directors shall call a general meeting on receiving a requisition to that effect in accordance with the Companies Acts.

29 NOTICE

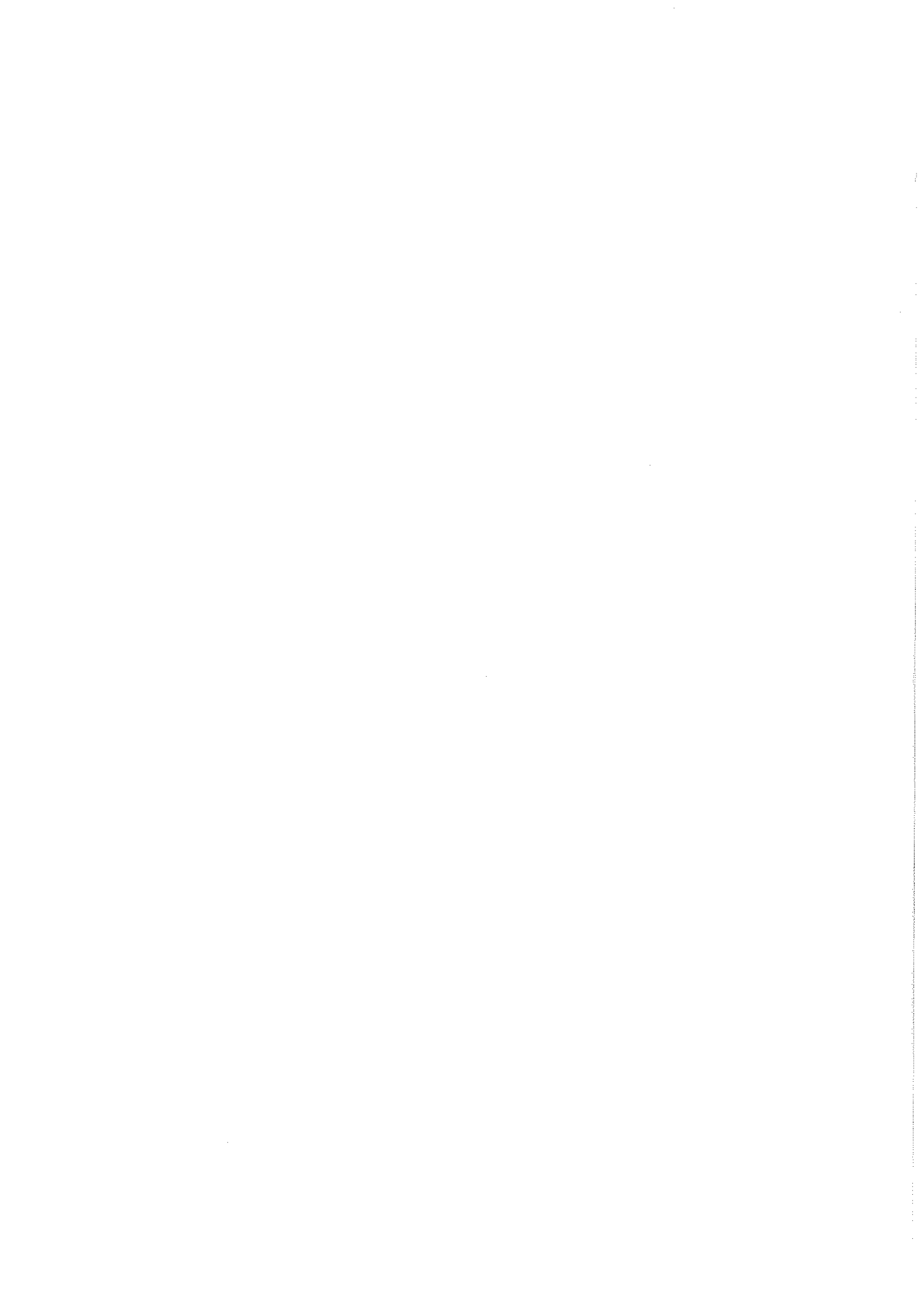
- (1) Notice of general meetings shall be given to every Member, the Directors and the Company's auditors (if any).
- (2) All general meetings shall be called by at least 14 clear days' notice in writing.
- (3) Every notice calling a general meeting shall specify:
 - (a) the place, date and time of the meeting; and
 - (b) the general nature of the business to be transacted.
- (4) If a special resolution is to be proposed, the notice shall contain a statement to that effect and set out the text of the special resolution.

30 QUORUM

- (1) No business shall be transacted at any meeting unless a quorum is present.
- (2) The quorum for a general meeting shall be 5 Members present in person (or, if less, one third of the Members for the time being of the Company) who are entitled to vote on the business to be transacted, each person being a Member, a proxy for a Member or a duly appointed representative of a corporate Member.
- (3) If a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned for a minimum of seven days until such time as the Directors determine.

31 CONDUCT OF BUSINESS – GENERAL

- (1) The Chair shall preside as chair of the general meeting. In the Chair's absence, the Members shall appoint some other Director, or (if no Director willing to preside is present) Member to preside.



(2) The chair:

- (a) may adjourn the meeting from time to time and from place to place, with the consent of a meeting at which a quorum is present; and
- (b) shall do so if so directed by the meeting or in accordance with the Articles.

(3) No business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place.

(4) When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

(5) Except as required by law, all decisions of the Members at a general meeting shall be made by ordinary resolution.

32 VOTING PROCEDURES

(1) Every Member present in person or by proxy, and every corporate Member present by proxy or by its duly authorised representative, shall have one vote.

(2) A person who is not a Member shall not have any right to vote at a general meeting of the Company (except as the proxy or (in the case of a corporate Member) duly authorised representative of a Member).

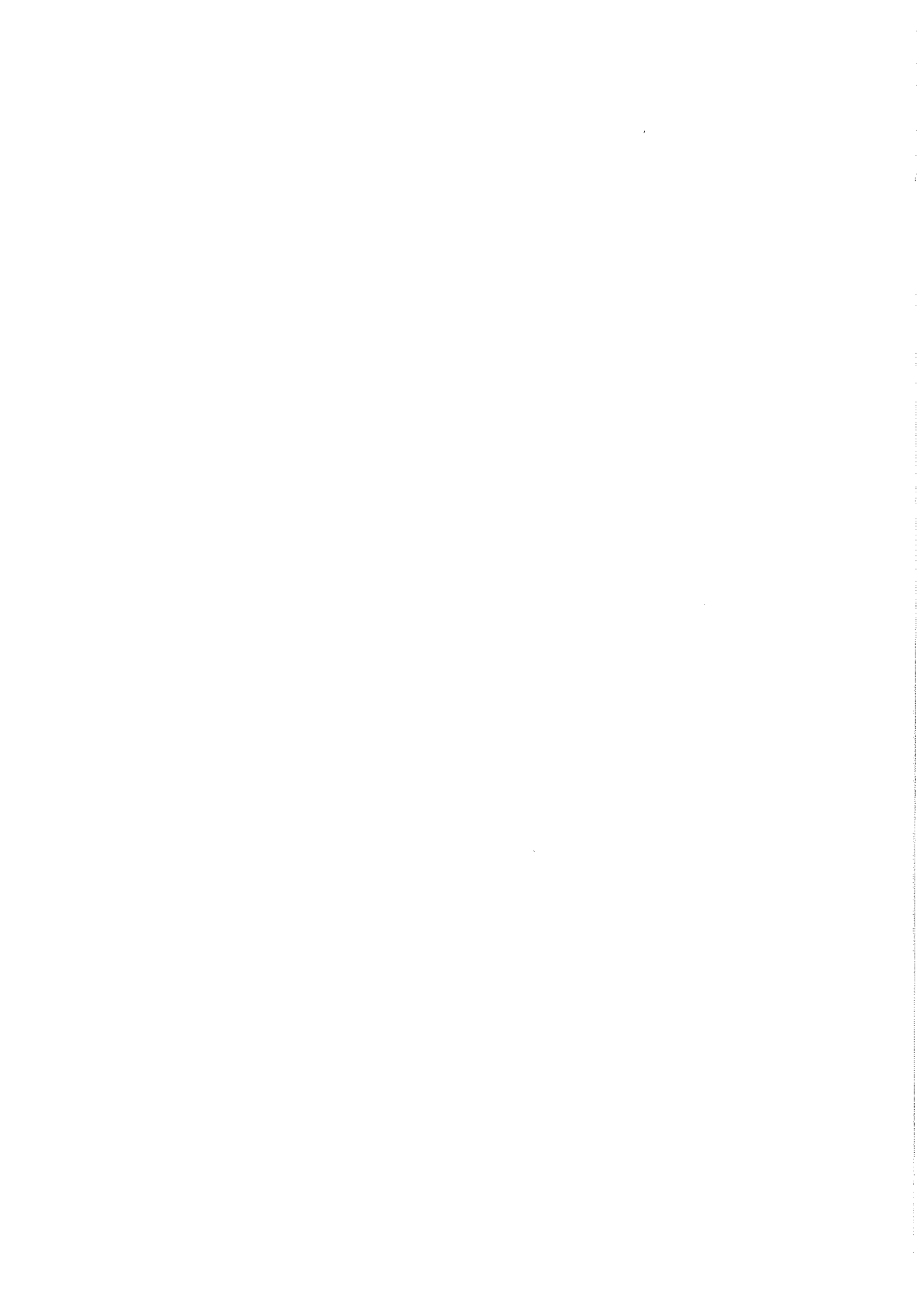
(3) Paragraphs (1) and (2) are without prejudice to any right to vote on a resolution affecting the rights attached to a class of the Company's debentures.

(4) A declaration by the chair that a resolution has been:

- (a) carried;
- (b) carried unanimously, or by a particular majority;
- (c) lost; or
- (d) not carried by a particular majority, and

an entry to that effect in the minutes of the meeting, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

(5) The proceedings at any general meeting shall not be invalidated by reason of any accidental informality or irregularity (including with regard to the giving of notice) or any want of qualification in any of the persons present or voting.



- (6) No objection shall be raised to the qualification of any voter except at the general meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chair whose decision shall be final and binding.

33 MINUTES

- (1) The Directors shall cause minutes to be made and kept in writing of all proceedings at general meetings of the Company.
- (2) Any such minute, if purported to be signed by the chair of the meeting, or by the chair of the next succeeding general meeting, shall be sufficient evidence of the proceedings.

PART EIGHT: MISCELLANEOUS

34 COMPANY SECRETARY

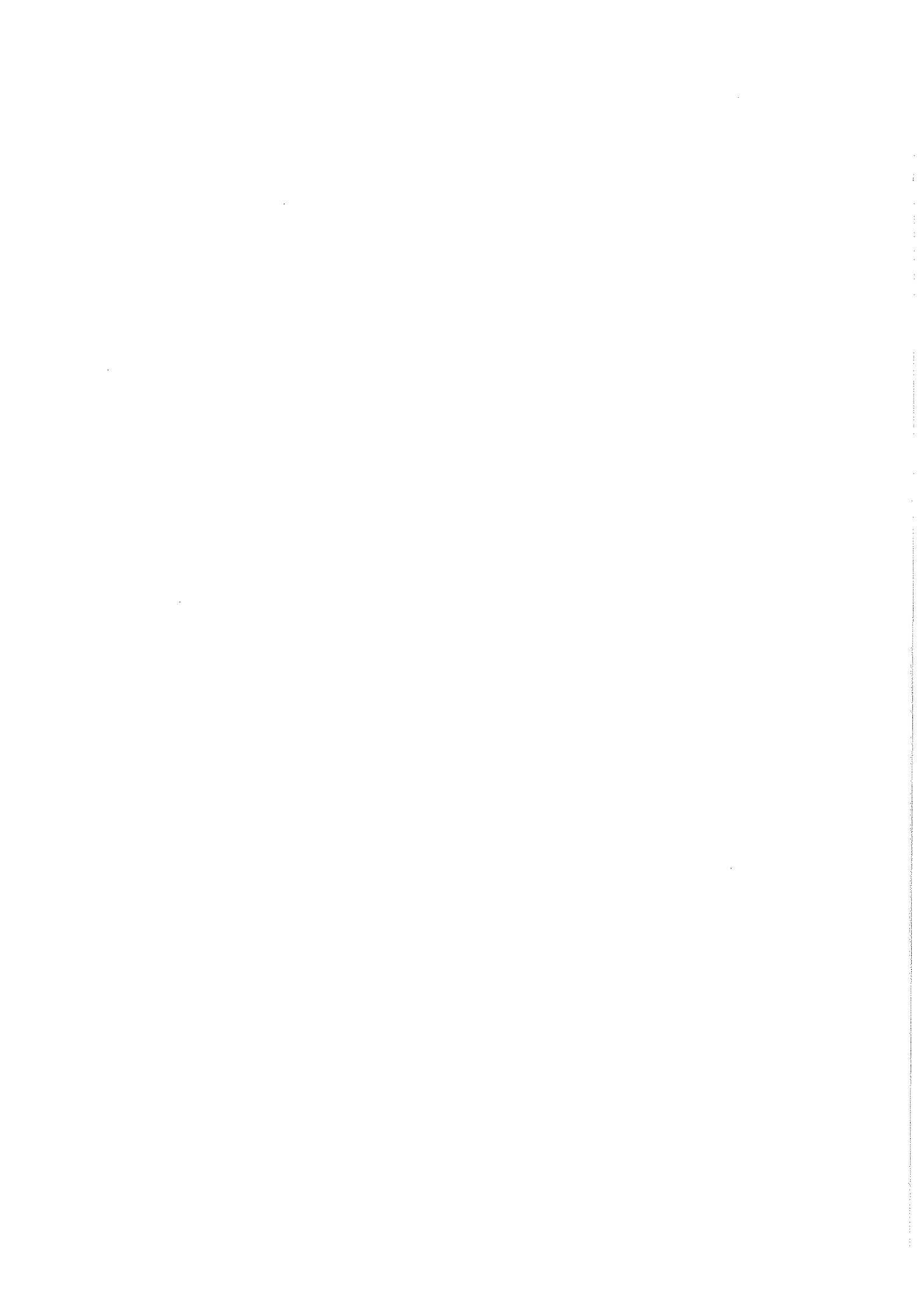
- (1) Subject to the provisions of the Companies Acts, the Directors may appoint an individual to act as Company Secretary for such term and at such remuneration and upon such other conditions as they may think fit.
- (2) The Directors may decide to remove a person from the office of Secretary at any time.

35 COMPANY SEAL

- (1) This article applies if the Company has a seal (the "common seal").
- (2) The common seal shall only be applied to a document if its use on that document has been authorised by a decision of the Directors.

36 ACCOUNTS AND REPORTS

- (1) The Directors shall comply with the requirements of the Companies Acts and any other applicable law as to keeping financial records, the audit or examinations of accounts and the preparation and transmission to the Registrar of Companies of annual reports and accounts.
- (2) Subject to paragraph (3), the Company's statutory books and accounting records shall be open to inspection by the Members during usual business hours.
- (3) The Company may in general meeting impose reasonable restrictions as to the time at which and the manner in which the statutory books and accounting records of the Company may be inspected by Members.



37 NOTICES

(1) Except where the Articles provide otherwise, any notice to be given to or by any person under the Articles shall be in writing to an address for the time being notified for that purpose to the person giving the notice.

(2) The Company may give any notice to any person under the Articles:

- (a) in person;
- (b) by sending it by post in a prepaid envelope addressed to that person at that person's registered address, or by leaving it at that address;
- (c) by fax or by electronic communication to an address provided for that purpose; or
- (d) by posting it on a website, where the recipient has been notified of such posting in a manner agreed by that person.

(3) A person present at any meeting shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.

(4) Proof that:

- (a) an envelope containing a notice was properly addressed, prepaid and posted; or
- (b) that an electronic communication or fax has been transmitted to the correct address or number,

shall be conclusive evidence that the notice was given.

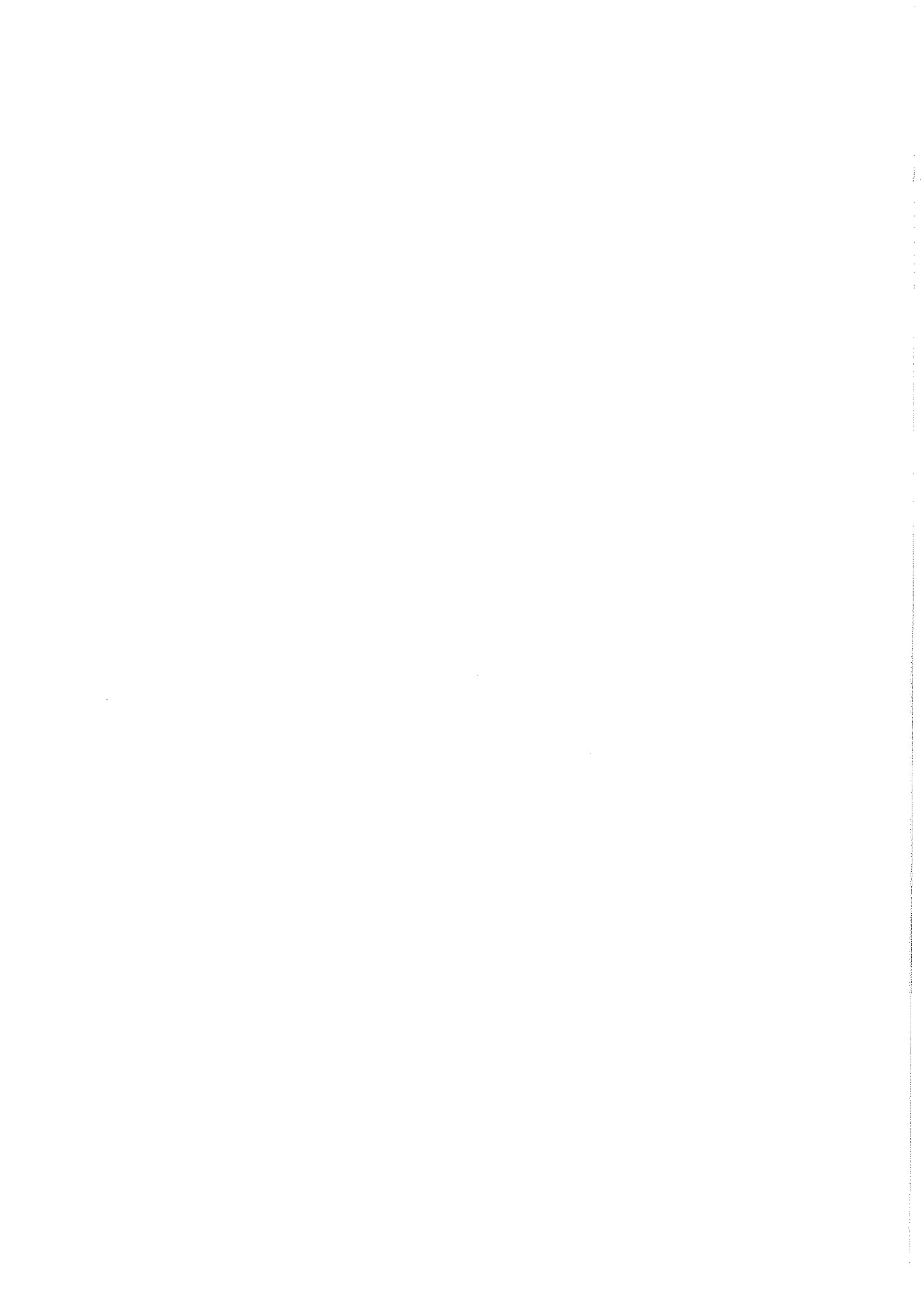
(5) A notice shall, unless the contrary is proved, be deemed to be given:

- (a) at the expiration of 48 hours after the envelope containing it was posted; or
- (b) in the case of a notice contained in an electronic communication or fax, at the expiration of 48 hours after the time it was transmitted.

38 INDEMNITY

(1) Subject to the Companies Acts, a Director shall be indemnified out of the Company's assets against any expenses which that Director incurs:

- (a) in defending civil proceedings in relation to the affairs of the Company (unless judgement is given against the Director and the judgement is final);
- (b) in defending criminal proceedings in relation to the affairs of the Company (unless the Director is convicted and the conviction is final);



- (c) in connection with any application for relief from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company (unless the Court refused to grant the Director relief, and the refusal is final).
- (2) Judgement, conviction or refusal of relief becomes final if the period for bringing an appeal or any further appeal has ended and any appeal brought is determined, abandoned or otherwise ceases to have effect.
- (3) This article is without prejudice to any other indemnity to which a Director may be entitled.

Names, Addresses and Signatures of Subscribers

<p>1. Signature: <i>Kenneth C. Lewis</i></p> <p>Guarantee £1</p> <p>Name: <i>Kenneth Charles Lewis</i></p> <p>Address: <i>2 Whitehill Close, Newton Abbot, Devon TQ12 6QY</i></p> <p>Date: <i>10th October 2008</i></p> <p>Witness to the above signature: Signature: <i>F.J. Ballantyne</i></p> <p>Name: <i>Fiona Jane Ballantyne</i></p> <p>Address: <i>2 Church House, Castle Street, Tiverton, Devon EX16 6GA</i></p>	<p>2. Signature: <i>John D. Pike</i></p> <p>Guarantee £1</p> <p>Name: <i>John Drew Pike</i></p> <p>Address: <i>Dunderdale Lawn, Penshurst Road, Newton Abbot, Devon TQ12 1EN</i></p> <p>Date: <i>10th October 2008</i></p> <p>Witness to the above signature: Signature: <i>F.J. Ballantyne</i></p> <p>Name: <i>Fiona Jane Ballantyne</i></p> <p>Address: <i>2 Church House, Castle Street, Tiverton, Devon EX16 6GA</i></p>
<p>3. Signature: <i>A.J Rew</i></p> <p>Guarantee £1</p> <p>Name: <i>Anthony John Rew</i></p> <p>Address: <i>Wolborough Barton, Newton Abbot, Devon</i></p> <p>Date: <i>10 October 2008</i></p> <p>Witness to the above signature: Signature: <i>F.J. Ballantyne</i></p> <p>Name: <i>Fiona Jane Ballantyne</i></p> <p>Address: <i>2 Church House, Castle Street, Tiverton, Devon EX16 6GA</i></p>	