RIGHT FIRST TIME UK

ARTICLES OF ASSOCIATION

Private Company Limited by Guarantee

Company	Right First Time UK Ltd
Legal form	Private company limited by guarantee
Share capital	None
Guarantee	£1 per statutory Member
Trading commencement	30 September 2026 (or date of incorporation if later)
Articles version	2.2 - Incorporation / Future Development Version
Founder and Director	Daniel Matthews

Prepared as bespoke articles for filing on incorporation. The memorandum, subscriber/guarantor details, PSC information and first Director appointment are supplied through the incorporation process. No company number is included because the Company has not yet been incorporated.

1. Definitions

In these Articles, unless the context requires otherwise:

"Articles" means these Articles of Association;

"Board" means the board of Directors of the Company;

"Campaign Leader" means a person given written authority by the Board to coordinate an RFTUK campaign;

"Campaigner" means a person participating in an RFTUK campaign without becoming a Director or statutory Member merely by doing so;

"Companies Acts" has the meaning given by the Companies Act 2006;

"Company" means Right First Time UK Ltd, trading publicly as Right First Time UK, or such other registered name as is lawfully adopted;

"Director" means a director of the Company;

"Founder" means Daniel Matthews, the Founder and initial Director of the Company, for the purposes of Articles 26A to 26D. The title does not create shares or any ownership of Company property;

"Public Member" means a person who joins an RFTUK paid or free supporter membership scheme but is not a statutory company Member unless separately admitted under these Articles;

"statutory Member" or "Member" means a member of the Company for the purposes of section 112 of the Companies Act 2006 and a guarantor of the Company;

"Subscriber" means a person who has asked to receive RFTUK communications;

"Volunteer" means a person who freely gives time to RFTUK without becoming an employee or worker merely because they volunteer.

2. Legal form, name and trading commencement

The Company is a non-profit organisation incorporated as a private company limited by guarantee. It does not have share capital or shareholders. Its income and property are to be applied in furtherance of its objects and lawful operating costs in accordance with these Articles. It is not a Community Interest Company unless separately converted or incorporated as one in accordance with law.

The Company may trade and campaign publicly as "Right First Time UK". Its registered company name is Right First Time UK Ltd, subject to lawful registration and any later lawful change.

The Company's intended commencement of trading and operational activity as an incorporated company is 30 September 2026. This statement does not alter the legal date of incorporation or any statutory accounting or tax date determined by law.

3. Liability of statutory Members

The liability of each statutory Member is limited to £1. Each statutory Member undertakes, if the Company is wound up while they are a Member or within one year after they cease to be a Member, to contribute no more than £1 towards liabilities properly falling within the statutory guarantee.

4. Objects

The Company is established for public-benefit and non-profit purposes. Its objects are to promote fairness, accountability, education, social inclusion, equality, accessibility, wellbeing, safeguarding, community development and improvement in public and private services affecting the public.

In furtherance of those purposes the Company may:

(a) provide information, guidance, signposting, advocacy support and practical assistance;

(b) support individuals, families and communities experiencing hardship, disadvantage, disability, housing difficulties, financial difficulty, safeguarding concerns or barriers to services;

(c) research, investigate and publish evidence concerning systemic problems, public administration, public spending, services, regulation and matters affecting communities;

(d) campaign lawfully for reform, improved practice, accountability and legislative or policy change;

(e) engage with Parliament, government, local authorities, regulators, ombudsmen, public bodies, businesses, charities, community groups and other organisations;

(f) organise petitions, consultations, public meetings, events, awareness activity and lawful lobbying;

(g) create and maintain public information websites, digital tools, publications, media and educational resources;

(h) support charitable, community and public-benefit organisations and, where appropriate, provide grants or other assistance;

(i) support lawful research, lived-experience evidence gathering and public participation;

(j) establish and operate the Parent Contribution Service (PCS) directly as a service of Right First Time UK Ltd, and establish and operate other family-support services, including tools and facilities for parents to calculate, discuss, agree, record and review voluntary contributions towards the costs of their children; provide records, guidance and information; encourage constructive communication and informed voluntary arrangements between parents; help parents understand options for making and recording voluntary parent-to-parent payments; and signpost to mediation, statutory services, legal information or other support where appropriate. PCS is intended to support and encourage voluntary cooperation and shall not itself impose, determine or enforce payment obligations; and

(k) undertake any other lawful activity that is incidental or conducive to these objects.

Unless and until the Company has any authorisation or registration required by law, PCS is intended as an information, calculation, communication, voluntary-arrangement and record-keeping service. PCS shall not itself receive, hold or transfer parent-to-parent maintenance monies. Use of PCS and any parent-to-parent payment discussed or recorded through PCS is voluntary as between the parents. PCS shall not itself exercise statutory enforcement powers, compel payment, impose arrears or penalties, or represent that a voluntary PCS arrangement overrides or replaces any legal obligation, court order or statutory child-maintenance arrangement that otherwise applies.

5. General powers

Subject to these Articles and the Companies Acts, the Company may do anything lawful which the Directors consider necessary, helpful or incidental to furthering the objects, including entering contracts, employing people, engaging contractors, acquiring property or equipment, operating websites and technology, borrowing, holding reserves, insuring risks, trading, fundraising, receiving grants and making grants.

5A. Future development, services, trading names and intellectual property

To support future development, the Company may establish, develop, combine, rename, suspend or discontinue projects, campaigns, programmes and services under Right First Time UK or under other lawful business, trading or service names without forming a separate company for each service.

The Company may operate websites, applications, member tools, digital platforms and other technology; acquire, create, license, protect and use intellectual property developed or acquired by the Company; enter partnerships, collaboration agreements and service contracts; and establish branches, subsidiaries or other lawful structures where the Directors consider this reasonably supports the Company's objects.

The creation of a trading or service name does not of itself create a separate legal entity. Unless a separate legal entity is lawfully established and the relevant activity is formally transferred to it, the activity remains part of Right First Time UK Ltd.

Any future subsidiary, joint venture, transfer or restructuring must be consistent with the Company's non-profit and public-benefit provisions and must not be used to distribute Company assets or profits to Members, the Founder or Directors contrary to these Articles.

6. Political independence

The Company is non-party political. It may lawfully campaign, lobby, petition, scrutinise, criticise or support policies and proposed laws where this furthers its objects, but it shall not operate for the purpose of promoting a political party or candidate and shall not make a donation to a political party or candidate as an endorsement of that party or candidate.

Membership of, employment by, elected office for, support for or lawful involvement with a political party or political group does not of itself prevent a person from becoming or remaining a statutory Member, Director, Campaign Leader, Campaigner, Volunteer, employee, adviser or other participant in the Company.

When acting for the Company, such a person must act for the Company's objects and public-interest purposes, declare any political connection that creates an actual, potential or reasonably perceived conflict in the matter concerned, and must not use Company resources to recruit for, fundraise for, advertise or otherwise promote a political party or candidate.

This Article does not prevent the Company from identifying, quoting, scrutinising, praising or criticising political parties, candidates, elected representatives or their policies where genuinely relevant to evidence, public accountability or the Company's objects, provided that the activity is not presented as party or candidate advertising or endorsement.

Nothing in this Article prevents RFTUK from meeting elected representatives, attending lawful political events for public-interest engagement, giving evidence, responding to consultations, comparing policies, or campaigning on issues during election or referendum periods, subject to applicable electoral law.

7. Application of income and non-distribution

The income, property and surpluses of the Company shall be applied primarily towards the objects and the lawful costs of operating the Company.

No dividend, distribution of profit or return of capital shall be paid to a statutory Member merely because they are a Member. No Founder, Director, Campaign Leader, Campaigner, Volunteer, Public Member or Subscriber has any personal ownership right in Company funds or assets solely because of that role.

This Article does not prevent genuine and reasonable payments expressly permitted by Article 8.

8. Permitted payments and private benefit

The Company may make reasonable and properly recorded payments including salaries and wages to employees; remuneration to Directors for genuine Director services or other work undertaken for the Company; fees to contractors and professional advisers; reimbursement of reasonable authorised expenses; payment for goods or services supplied on proper terms; grants, hardship assistance or public-benefit support consistent with the objects; lawful pension, insurance or other employment-related benefits; and reasonable volunteer support and discretionary recognition permitted by these Articles.

Any private benefit must be incidental to or justified by the Company's objects, or arise from a bona fide payment for work, services, goods, expenses or assistance. Payments must not be disguised distributions of profit.

9. Donations, restricted funds and appeals

The Company may receive donations, membership income, grants, sponsorship, event income, trading income and other lawful funding.

Where money is raised or accepted on an express restriction for a named campaign, project, charity or purpose, the Company shall record that restriction and use the money consistently with the stated terms so far as lawful and practicable.

General donations and unrestricted funds may be used across the Company's objects, including reasonable operating and administration costs.

10. Support for charities and community organisations

The Company may donate or grant funds, goods, services or other support to charities, community organisations, non-profit bodies or public-benefit projects where the Directors reasonably consider that doing so furthers the Company's objects.

Significant support should be subject to proportionate due diligence, conflict checks and financial records. A connected person must not improperly influence a decision from which they or an associated organisation may benefit.

11. Statutory Members and guarantors

Statutory Members are the legal guarantors and voting members of the Company. They exercise the rights given to members by the Companies Acts and these Articles.

The initial statutory Members shall be the persons who subscribe to the memorandum and statement of guarantee on incorporation. Their names need not be set out in these Articles.

Statutory membership is not transferable.

12. Public Membership

The Company shall operate a Public Membership scheme for supporters. The initial standard Public Membership fee on commencement of trading is £1 per month or £10 per year. The Board may change or increase those fees prospectively where reasonably needed for the Company's sustainability, services or costs, without amending these Articles, provided the current price is made clear before a person joins or renews. The Company may also offer concessions, free periods or other membership options under published Membership Terms.

Public Membership does not by itself make a person a statutory Member or guarantor, does not create the £1 statutory guarantee, does not confer a Companies Act vote, and does not give any ownership or entitlement to Company property or assets. Paying a Public Membership fee does not admit a person as a statutory Member under Article 14.

An active Public Member is entitled to use the member tools, information, resources and other benefits made available under the Public Membership scheme and has an internal participation vote on RFTUK campaign priorities and on how eligible unrestricted donations or discretionary campaign funds should be allocated. Unless the published Membership Terms state otherwise, each active Public Member has one participation vote. These are RFTUK participation rights and are not statutory company-member votes.

The Board shall ordinarily give effect to the outcome of a Public Membership vote, but it must not apply a vote in a way that would be unlawful, breach a donor restriction or contractual commitment, conflict with the Company's objects or a Director's statutory duties, threaten the Company's solvency, or redirect money that was raised or accepted for a specified restricted purpose. Where a material voting outcome cannot lawfully or reasonably be implemented, the reason should be recorded and, where appropriate, explained to Public Members.

A Public Member may cancel their membership at any time. Monthly membership will not renew after cancellation. Where a fee has been paid in advance for an annual or other prepaid period, the Company shall provide a fair pro-rata partial refund for the unused portion of the prepaid period, calculated under the published Membership Terms, unless applicable consumer law requires a greater refund or the Company chooses to provide one. Cancellation must not remove any statutory consumer right.

12A. PCS access fees, cancellation and refunds

The Parent Contribution Service (PCS) may charge an access or service fee. The initial PCS fee on commencement of trading is £10 per participating parent for an access period stated before payment of between 6 and 12 months. The fee is paid to the Company for access to PCS tools and services and is not a child-maintenance payment and is not passed to the other parent.

The Board may change or increase future PCS fees, access periods or service packages where reasonably needed, without amending these Articles, provided the applicable fee and access period are made clear before payment. A change shall not retrospectively shorten a period of PCS access already paid for without the payer's agreement.

A parent may cancel PCS at any time. Where PCS access has been prepaid, the Company shall provide a fair pro-rata partial refund for the unused portion of the prepaid access period, calculated under the published PCS Terms, unless applicable consumer law requires a greater refund or the Company chooses to provide one. No cancellation fee shall be charged. Paying a PCS fee does not make a parent a statutory Member or give any entitlement to Company property or assets.

12B. Status and operation of the Parent Contribution Service (PCS)

The Parent Contribution Service (PCS) is a service, project and business/service name operated by Right First Time UK Ltd. PCS is not, merely by use of that name, a separate company, partnership, charity, statutory body or other separate legal person. Nothing in these Articles requires PCS to be separately incorporated as a company while it is operated directly by the Company.

Where PCS is operated directly by the Company, contracts, service fees, assets acquired for PCS, liabilities, records, rights and obligations arising from the operation of PCS are contracts, fees, assets, liabilities, records, rights and obligations of Right First Time UK Ltd, subject to applicable law and the terms of any relevant third-party contract.

PCS websites, terms, receipts, invoices, agreements and other business communications shall, where legally required or reasonably appropriate, make clear that PCS is operated by Right First Time UK Ltd and shall include the Company disclosures required by law.

The Company may develop, expand, rename or adapt PCS and may introduce additional tools, services, packages or methods of delivery where consistent with the objects, applicable law and these Articles.

If in the future the Board considers it beneficial to place PCS in a subsidiary or other separate legal entity, or to transfer substantially all of the PCS undertaking to another body, that restructuring must be lawful, properly documented and, while the Founder rights in Articles 26A to 26D remain in force, must also have the written consent of Daniel Matthews. Until such a restructuring takes legal effect, PCS remains a service of Right First Time UK Ltd.

13. Subscribers, Campaigners, Volunteers and the public

Being a Subscriber, Campaigner, Volunteer, donor, supporter or member of the public does not automatically make a person a statutory Member, Director, employee, agent or authorised representative of the Company.

The Company may create participation arrangements, campaign groups, volunteer roles and subscriber services under policies approved by the Board. Authority to bind the Company must be expressly delegated.

14. Admission of new statutory Members (guarantors only)

A person may become a statutory Member (and therefore a legal guarantor of the Company) only if (a) they separately apply or consent to become a statutory Member in the form required by the Company; (b) they agree to the £1 guarantee and to be bound by these Articles; and (c) their admission is approved by the Board or by ordinary resolution of the existing statutory Members, subject to the Founder-control provisions in these Articles. Public Membership, payment of a Public Membership fee, use of PCS or payment of a PCS fee does not by itself satisfy this Article or make a person a statutory Member.

The Company must enter the person in the register of members as required by law before treating them as a statutory Member.

15. Cessation of statutory membership

A statutory Member ceases to be a Member on death, dissolution if a corporate member, or resignation by written notice taking effect in accordance with the notice.

A statutory Member may be removed by special resolution of the statutory Members where there is a serious and evidenced reason connected with safeguarding, fraud, serious misconduct, deliberate misuse of the Company or conduct materially prejudicial to its objects. The affected Member must receive reasonable notice and a fair opportunity to make representations, subject to urgent protective measures where necessary.

Cessation of membership does not remove any liability that continues under the statutory guarantee.

16. Voting rights of statutory Members

Except for the Founder rights in Articles 26A to 26D and any mandatory provision of the Companies Acts, each statutory Member has one vote on a resolution of the Members.

Ordinary and special resolutions shall have the meanings and thresholds provided by the Companies Act 2006, except where these Articles lawfully impose a higher threshold for a protected provision.

17. Members' reserve power

Subject to Articles 26A to 26D, the statutory Members may by special resolution direct the Directors to take, or refrain from taking, specified action, subject to the Companies Acts. Such a resolution does not invalidate an act already lawfully undertaken before the resolution was passed.

18. General meetings

The Directors may call a general meeting whenever they consider appropriate and must do so when required by the Companies Acts.

Meetings may be physical, remote or hybrid, provided participants can communicate adequately, exercise their rights and votes can be properly counted.

The Company is not required by these Articles to hold an annual general meeting unless the law requires one, but the Board may hold an annual accountability meeting.

19. Quorum for general meetings

The quorum for a general meeting is two statutory Members entitled to vote, except that where the Company lawfully has only one statutory Member, that one Member constitutes a quorum.

If a quorum is not present within thirty minutes, the meeting shall be adjourned in accordance with arrangements determined by the chair of the meeting and applicable law.

20. Chairing general meetings

The Board Chair, if present and willing, may chair a general meeting. Otherwise the Directors present, or if no Director is present the statutory Members present, shall appoint a chair for that meeting.

The chair of a general meeting has no additional vote merely by chairing the meeting.

21. Member voting, proxies and written resolutions

Votes may be taken by any lawful method that produces a clear and auditable result. A statutory Member may appoint a proxy in accordance with the Companies Acts.

As a private company, the Company may use written resolutions and electronic communications where permitted by law.

22. Directors' general authority and duties

Subject to these Articles and the Companies Acts, the Directors are responsible for managing the Company's business and may exercise all powers of the Company.

Every Director must comply with their statutory duties, including acting within powers, promoting the success of the Company consistently with its objects, exercising independent judgment and reasonable care, and properly managing conflicts of interest.

Nothing in the Founder rights in these Articles relieves any Director, including the Founder if a Director, from statutory duties or requires a Director to act unlawfully.

23. Number of Directors and temporary vacancies

The Company may have one or more Directors. It should ordinarily seek to have at least two Directors once practicable.

Where only one Director is in office, that Director may exercise the powers of the Board to the extent permitted by the Companies Acts and these Articles.

24. Appointment of Directors

Subject to the Founder's rights in Article 26B, any person willing and legally permitted to act may be appointed as a Director by ordinary resolution of the statutory Members or by a decision of the Board.

A Director appointed by the Board should be put to the statutory Members for confirmation at the next general meeting or within six months, whichever occurs first, unless already confirmed by written resolution.

25. Termination and removal of Directors

A person ceases to be a Director if they die, resign with effect, cease to be a Director under the Companies Acts, are legally disqualified or prohibited from acting, or are removed in accordance with the Companies Acts and these Articles.

Nothing in these Articles excludes any mandatory statutory procedure or right relating to removal of a Director.

26. Founder title

The Company recognises Daniel Matthews as the Founder and an initial Director of Right First Time UK. The Founder title records the establishment of RFTUK and, except for the express rights in Articles 26A to 26D, does not create shares or ownership of Company funds or assets.

Daniel Matthews, as Founder and Director, has the same statutory director duties as every other Director.

26A. Founder's voting rights

While Daniel Matthews is a statutory Member of the Company, he shall hold not less than 75% of the total voting rights exercisable by statutory Members on all or substantially all matters at general meetings and by written resolution, subject always to any mandatory provision of the Companies Acts.

If additional statutory Members are admitted, the voting arrangements and register of members shall be maintained so that the Founder's voting rights do not fall below 75% while this Article remains in force.

For clarity, this Article is intended to confer voting control for Companies Act and PSC purposes and does not give the Founder any proprietary right to Company assets.

26B. Founder's right to appoint and remove directors

While Daniel Matthews is a statutory Member of the Company, he has the express right, by written notice to the Company and subject to the Companies Acts, to appoint or remove such number of Directors as is necessary to appoint or remove a majority of the Board.

The Company and Board shall give effect to a lawful notice under this Article and make all required statutory filings and register updates.

This Article does not permit removal contrary to a mandatory statutory procedure, nor does it affect any accrued contractual or employment rights of the person concerned.

26C. Founder incapacity, resignation and cessation

The rights in Articles 26A and 26B are personal to Daniel Matthews and are not transferable or inheritable.

They cease if Daniel Matthews dies, ceases to be a statutory Member by written resignation, or gives the Company an irrevocable written notice surrendering those rights.

On cessation of those rights, statutory Member voting shall thereafter operate under the remaining provisions of these Articles unless lawfully amended.

26D. Protection of Founder-control provisions

Articles 26, 26A, 26B and 26C are entrenched provisions for the purposes of section 22 of the Companies Act 2006.

While Daniel Matthews remains a statutory Member, those Articles may not be amended, repealed or disapplied without his written consent in addition to any resolution or procedure otherwise required by law.

After the rights have ceased under Article 26C, this Article does not prevent lawful amendment in accordance with the Companies Acts.

27. Chair, Chief Executive and other offices

The Board may appoint a Director as Chair and may appoint a Chief Executive, Treasurer, Secretary or other office holder. An office holder may also hold another permitted role.

The Board may define, change or terminate operational responsibilities attached to an office, subject to any employment or contractual rights.

28. Collective decision-making by Directors

Subject to any lawful exercise of Article 26B, Directors take Board decisions collectively by majority vote at a properly convened meeting or by unanimous written or electronic decision of all eligible Directors.

29. Calling and participating in Board meetings

Any Director may call a Board meeting. Reasonable notice should identify the date, time and means of participation.

Directors may participate from different locations by telephone, video or another method that allows each participating Director to communicate adequately with the others.

The Board should meet or record collective decisions as often as needed for proper governance.

30. Board quorum

Where there are two or more Directors in office, the quorum for Board decisions is two eligible Directors unless the Board fixes a higher number. Where the Company has only one Director, that Director constitutes a quorum to the extent permitted by law and these Articles.

A Director who is not entitled to vote because of a material conflict shall not be counted in the quorum for that matter unless law permits otherwise.

31. Deadlock

If Board votes are equal, the proposal is not carried. The Directors should reconsider the matter after a reasonable interval with further information or mediation where appropriate.

If a material deadlock remains, the matter may be referred to the statutory Members for decision unless legally reserved to the Directors. Article 26B remains unaffected.

32. Conflicts of interest

A Director must declare actual or potential interests in proposed or existing transactions and any other conflict required to be declared by law.

A relevant political, financial, family, professional, organisational or campaigning connection must also be declared where it could reasonably create an actual, potential or perceived conflict.

The Company shall maintain an appropriate Conflict of Interest Register. Unless authorised in accordance with law and these Articles, a materially conflicted Director shall not vote on or be counted in the quorum for the affected decision.

33. Delegation

The Directors may delegate specified powers or responsibilities to a Campaign Leader, committee, employee, contractor, Volunteer or other authorised person on written terms.

No Campaign Leader, Campaigner, Volunteer, Public Member or Subscriber may bind the Company, enter a contract, commit expenditure or make an official representation beyond authority actually given to them.

34. Committees and working groups

The Board may establish committees, campaign groups, advisory panels and working groups and may determine their membership and procedures.

A committee exercising delegated Board powers must report to the Board and operate consistently with these Articles.

35. Director remuneration

At incorporation and during the Company's initial voluntary stage, the Founder, Directors, officers and other team members are intended to serve on a voluntary and unpaid basis, with no wage or salary payable merely for carrying out those voluntary roles. No Director or Volunteer is entitled to remuneration merely because they hold an office or volunteer role.

If and when the Company has sufficient, sustainable and reasonably foreseeable income to make paid positions financially feasible without undermining its non-profit purposes, liabilities, reserves or public-benefit work, the Company may create paid employment, officer or operational roles. Any such paid position must be formally

authorised, reasonably remunerated, properly recorded, lawful and consistent with the Company's objects. The creation of paid roles does not convert the Company into a profit-distributing organisation.

A Director must not improperly approve their own remuneration. Genuine authorised expenses may be reimbursed under Article 36.

36. Expenses

The Company may reimburse reasonable and properly incurred expenses of the Founder, Directors, Campaign Leaders, Campaigners, Volunteers, employees and other authorised representatives where the expense relates to Company activity and complies with the Company's financial procedures. This may include agreed travel, subsistence, postage, telephone or communications costs, website or technology costs, materials, equipment, supplies and other items purchased for an authorised Company purpose. Wherever reasonably practicable, items or expenditure should be agreed or authorised by the Company before purchase. Claims should be supported by receipts or other reasonable evidence and must not be used as disguised wages, profit distributions or personal benefits.

37. Volunteers and recognition

During the Company's initial voluntary stage, the organisation is intended to be operated principally by volunteers, including the Founder and Directors, without wages or salaries for their voluntary roles. Volunteers give their time freely and are not required by these Articles to provide a minimum number of hours. Volunteer arrangements should not deliberately create employment or worker obligations. Where the Company later has sufficient sustainable income and decides that a role should become paid, it shall establish that role properly and comply with applicable employment, tax, pension and minimum-wage requirements.

The Company may reimburse genuine authorised expenses and may recognise exceptional voluntary contribution through certificates, references, awards, events, training, modest items or occasional discretionary gifts.

No Volunteer has an automatic right to a cash payment or other reward calculated by hours volunteered.

38. Employees and contractors

The Company may employ staff and engage contractors as resources permit. Terms, pay, tax, pension, employment-status and other legal requirements shall be dealt with properly.

The Company should not use a Volunteer label to avoid obligations that legally arise because a person is in reality a worker or employee.

39. Financial controls and banking

Company money shall be kept separate from personal money and shall be held through accounts or payment systems controlled for the Company.

The Board shall establish proportionate financial controls covering authorised signatories, payment approval, expenses, restricted funds, cash, contracts, records and related-party transactions.

40. Public financial transparency

The Company shall maintain a public financial transparency page or equivalent public reporting arrangement so far as reasonably practicable.

The Company shall prepare and file statutory accounts and reports as required by law.

41. Fundraising, sponsorship, trading and events

The Company may raise funds through donations, memberships, grants, sponsorship, events, advertising, partnerships, merchandise, services and other lawful methods.

Fundraising must be truthful and must respect restrictions attached to funds. Sponsorship must not purchase improper influence over the Company's evidence, findings or campaigns.

42. Records, minutes and registers

The Company shall keep the statutory registers and records required by law and such additional governance records as the Board considers appropriate.

A written record of Board decisions shall be kept for at least the period required by the Companies Acts.

43. Policies, safeguarding, equality and data protection

The Board may adopt and amend policies governing safeguarding, privacy and data protection, equality and accessibility, complaints, volunteering, campaigning, lobbying, fundraising, financial controls, conflicts, whistleblowing, information security, evidence and publication, health and safety and other operational matters.

Everyone acting for the Company must comply with policies applicable to their role. Policies must not override these Articles or the Companies Acts.

44. Communications

The Company may communicate and receive notices in paper or electronic form to the extent permitted by law.

The Board shall seek to make important governance communications accessible and understandable.

45. Company secretary

The Company is not required by these Articles to appoint a company secretary. The Board may appoint one if useful. Appointment of a secretary does not remove the legal responsibilities of the Directors.

46. Indemnity and insurance

To the fullest extent permitted by the Companies Acts, the Company may indemnify Directors and officers against qualifying liabilities and may purchase and maintain appropriate Directors' and Officers' insurance and other insurance for the Company's activities.

Nothing in this Article authorises an indemnity prohibited by law.

47. Statutory compliance

The Directors shall take reasonable steps to ensure that the Company complies with applicable statutory filing, accounting, tax, persons-with-significant-control, identity-verification, registered-office, registered-email and record-keeping obligations.

Operational responsibility may be delegated, but legal responsibility remains where the Companies Acts place it.

48. Dissolution and asset protection

If the Company is wound up or dissolved, all lawful debts and liabilities shall first be satisfied.

No remaining surplus, property or assets of the Company shall be paid, transferred or distributed to any statutory Member, Public Member, the Founder, Director, officer, Campaign Leader, Campaigner, Volunteer, Subscriber or donor by reason of their membership, office, support, donation or involvement with the Company. Neither the £1 guarantee nor any Public Membership or PCS fee creates any right to receive Company assets on dissolution.

After all lawful debts, liabilities, employee or contractor sums properly due, approved expenses and winding-up costs have been satisfied, any remaining assets shall instead be transferred to one or more registered charities, Community Interest Companies, non-profit companies limited by guarantee with substantially similar public-benefit objects and effective non-distribution provisions, or another public-benefit body whose constitution prevents distribution of those assets for private gain.

So far as practicable, the recipient should use the transferred assets for purposes consistent with RFTUK's objects.

49. Protected non-profit provisions

Articles 4 (Objects), 6 (Political independence), 7 (Application of income and non-distribution), 8 (Permitted payments and private benefit), 26 to 26D (Founder provisions) and 48 (Dissolution and asset protection) are protected provisions.

On formation, these Articles contain provisions for entrenchment under section 22 of the Companies Act 2006. Subject to the specific Founder-consent requirement in Article 26D, a protected provision may be amended or repealed only if the amendment is lawful, at least 90% of all statutory Member voting rights entitled to vote approve it, and any required Companies House notice or statement is properly delivered.

This Article does not prevent amendment by unanimous agreement or by a court or other authority where the Companies Act 2006 permits that result.

50. Alteration of the Articles

Subject to Articles 26D and 49 and the Companies Acts, these Articles may be amended by special resolution.

The Company shall file any amended Articles, resolutions, notices of entrenchment or statements of compliance required by Companies House within the applicable statutory time limits.

51. Interpretation and precedence

These Articles are intended to operate as bespoke Articles for a private company limited by guarantee. Where a mandatory provision of the Companies Acts conflicts with these Articles, the mandatory law prevails.

Operational policies, role descriptions, membership terms, PCS terms, service terms, trading-name arrangements and campaign rules may supplement these Articles but cannot amend them except through the lawful constitutional process.

Adoption

These Articles take effect when validly adopted by the Company in accordance with the Companies Act 2006.

These Articles are intended to be adopted on incorporation of Right First Time UK Ltd. The intended commencement of trading is 30 September 2026, but the Company shall not trade as an incorporated company before its actual date of incorporation.

No company number is stated in this filing copy because the Company has not yet been incorporated and this document is being prepared for the incorporation application.

Important filing note

These Articles intentionally contain entrenched provisions and express Founder control rights. The incorporation application must answer the Companies House questions consistently with these Articles, including any question about entrenched provisions and the PSC position. The £1 guarantee and subscriber details are completed through the incorporation process. PCS is constituted in these Articles as a service of Right First Time UK Ltd and is not being separately incorporated by this filing.