
Company no. 04929648

AMENDED ARTICLES OF ASSOCIATION
FOR
ASSOCIATION OF MUSLIM
SCHOOLS, UK

First Adopted on 10th October 2008
and as amended on 13th September 2014

THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE
Articles of Association of

ASSOCIATION OF MUSLIM SCHOOLS, UK

- 1 The name of the Company is **ASSOCIATION OF MUSLIM SCHOOLS, UK** (and in this document is called 'the Company').

Interpretation.

- 2 In these Articles:
- a) "The Act" means the Companies Act 2006 and any other amendments from time to time in force.
 - b) "The Shura Council" means all those persons appointed to perform the duties of directors of the Company and may be referred to the Executive Committee.
 - c) "Secretary" means any person appointed to perform the duties of the Secretary of the Company.
 - d) "Employee" means anyone holding a contract of employment with the Company to perform at least eight hours of work per week for the Company.
 - e) "The Seal" means the common seal of the Company.
 - f) "In writing" shall be taken to include references to printing, photocopying and other modes of representing or reproducing words in a visible form.
 - g) "Islamic terminology" referred to in these Articles of Association shall be interpreted and accepted by those who follow the Sunnah of Prophet Muhammad (peace be upon him) and Al-Khulafa Al-Rashidun (the Rightly-Guided successors to the Prophet — peace be upon him).
 - h) "A Muslim" means a person who believes in the unity and absolute oneness of Almighty Allah, Believes in the Quran as the final revelation of Allah, and in the absolute and unqualified finality of the Prophethood of Muhammad (peace be upon him), the last of the prophets, and who does not believe in, or recognise as, any person who has claimed or claims to be – in any sense of the words — a prophet after Prophet Muhammad (peace be upon him), and believes in the obligation to follow the Sunnah of the Prophet Muhammad (PBUH).
 - i) "Muslim School" means any full-time school the control of which is vested in Muslim individuals or organisations.
 - j) "The Majlis" (Assembly) shall mean the General Meetings of the members of the Company.
 - k) "Amir" shall mean the person elected to carry out the function of a Chairperson.

Words importing the singular number shall include the plural and vice versa unless a contrary intention appears. Words importing persons shall include bodies corporate and associations if not inconsistent with the context. Unless the context requires otherwise, words or expressions contained in these Articles shall bear the same meaning as in the Act. Any statutory instruments or regulations from time to time in force shall be deemed to apply to this Company, whether or not these Articles have been amended to comply with such instrument or regulation.

Objects and Powers.

- 3** The objects of the Company shall be to promote and advance the education of children and young people attending full-time Muslim Faith schools according to the teachings of the Qur'an and the Sunnah, and to improve the provision and effectiveness of said schools by providing advice, guidance and support to said schools and those wishing to establish Muslim schools.
- 4** In furtherance of the above objects the Company shall have the following powers:
- a) To promote an Islamic ethos and vision for the education and development of Muslim children where they are encouraged to be proud and committed British citizens, as well as observant Muslims, in order to help them develop into self-assured, respectful, confident, happy and positive individuals with a Muslim identity.
 - b) To promote educational excellence and the raising of standards among Muslim schools through increasing co-ordination and co-operation between them and supporting them with resources, training and up-to-date guidance including from the Department of Education.
 - c) To support Muslim schools to become beacons of Community Cohesion through supporting the development of links and friendships with non-Muslim schools and the wider community, and the promotion of fundamental British values (e.g. democracy, the rule of law, freedom of speech, freedom of association, mutual respect and tolerance).
 - d) To advocate for the interests of Muslim schools with all statutory and non-statutory stakeholders and to support Muslim schools on regulatory and other matters.
 - e) To promote good practise and to encourage and support the establishment and development of new Muslim schools.
 - f) To reflect an accurate image of Muslim schools and uphold the beneficial impact of Muslim Schools within the media and the wider public, including responding to any misreporting or matter concerning a Member school.
 - g) To develop resources and curricula to support member schools.
 - h) To open and operate bank accounts and other facilities for banking in the name of the Company;
 - i) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Company may think necessary for the promotion of its objects;
 - j) To construct, maintain and alter any buildings or erections which the Company may think necessary for the promotion of its objects;
 - k) To publish and circulate books, pamphlets, reports, leaflets, journals and instructional matter;

- l) To purchase or otherwise acquire or found and to carry on schools and training courses, and to run lectures, seminars, conferences, courses, exhibitions and meetings;
- m) To receive donations, endowments, sponsorship fees, subscriptions and legacies from persons desiring to promote the objects of the Company or any of them and to hold funds in trust for same;
- n) Subject to such consents, if any, as may be required by law, to borrow or raise money for the Company on such terms and on such security as may be thought fit; ‘
- o) To establish and support or aid in the establishment and support or to amalgamate with any other organisation concerned with the education of Muslims, in particular to assist in the establishment of Muslim Schools, and Regional Associations of Muslim Schools and any other charitable institutions or associations with similar objects to the Company, and to subscribe or guarantee money for charitable purposes in any way connected with the purposes of the Company or calculated to further its objects;
- p) To undertake and execute any charitable trusts which may be lawfully undertaken by the Company and may be necessary to its objects;
- q) To invest the monies of the Company not immediately required for its own purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as for the time being may be imposed or required by law and subject also as provided in these Articles;
- r) To engage or employ such personnel whether as employees, consultants, advisers or however, as may be required for the promotion of the objects of the Company;
- s) To accept loans lent by any member of the Company (or of its Shura Council) provided that such loans shall be accepted on an interest free basis;
- t) To do all such other lawful things as may be necessary for the attainment of the above objects or any of them;
- u) To pay any premium in respect of any indemnity insurance to cover the liability of the members of the Shura Council
 - (i) which by virtue of any rule of law would otherwise attach to them in respect of any negligence default, breach of trust or breach of duty of which they may be guilty in relation to the Company;
 - (ii) to make contributions to the assets of the Company in accordance with the provisions of section 214 of the Insolvency Act 1986: Provided that any such insurance in the case of (i) above shall not extend to any claim arising from any act or omission which the members of the Shura Council knew to be a breach of trust or breach of duty or which was

committed by the members of the Shura Council in reckless disregard of whether it was a breach of trust or breach of duty or not and provided also that any insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the members of the Shura Council in their capacity as directors of the Company and in the case of (ii) shall not extend to any liability to make such a contribution, where the basis of the Shura Council member's liability in her/his knowledge prior to the insolvent liquidation of the Company (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Company would avoid going into insolvent liquidation.

PROVIDED THAT:

- v) In case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts;
- w) The objects of the Company shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.

5 The Company shall, in all its activities, be consistent with Islamic Shari'ah and all financial transactions of the Company shall be by any halal means.

Application of Income

6 The income and property of the Company from whatever source derived shall be applied solely towards the promotion of its objects set forth in this Articles of Association, and no portion shall be transferred directly or indirectly by way of dividend, bonus, or otherwise whatsoever by way of profit to the members of the Company:

PROVIDED THAT nothing shall prevent any payment in good faith by the Company:

- (a) Of the usual professional charges for business done by any Shura Council member who is a solicitor, accountant or other person engaged in a profession, or by any partner of her or his, when instructed by the Company to act in a professional capacity on its behalf: Provided that at no time shall a majority of the members of the Shura Council benefit under this provision and that a member of the Shura Council shall withdraw from any meeting at which her or his appointment or remuneration, or that of her or his partner, is under discussion;
- (b) Of reasonable and proper remuneration to any member, officer or servant of the Company (not being a member of its Shura Council) for any services rendered to the Company;
- (c) Of grants, loans, donations or any other kind of financial assistance to any individual, organisation, firm, company, society or statutory authority which is a member of the Company or is represented on the Shura Council, provided any assistance is in respect of charitable activities in furtherance of the objects of the Company;
- (d) Of fees, remuneration or other benefits in money or money's worth to a company of which a member of the Shura Council holding not more than 1/100th part of the

capital of the company;

- (e) Of reasonable and proper rent for premises demised or let by any member of the Company (or of its Shura Council);
- (f) To any member of the Shura Council in respect of reasonable out-of-pocket expenses;
- (g) The payment of any premium as permitted by Article 4(u)

The liability of the members is limited.

Liability of members.

7 The liability of the members is limited.

8 Every member of the Company undertakes to Contribute to the assets of the Company in the event of the same being wound up during the time it is a member, or within one year afterwards, for the payments of the debts and liabilities of the Company contracted before the time at which it ceases to be a member and of the costs, charges and expenses of winding up the same, and for the adjustments of the rights of the contributors among themselves such amount as may be required not exceeding £1.00.

Dissolution.

9 In the event of the winding up or dissolution of the Company, after the satisfaction of all its debts and liabilities, the assets remaining shall not be distributed amongst the members of the Company, but shall be transferred in the furtherance of its objects to some other charitable institution or institutions having objects similar to or compatible with any of the objects of the Company, including such institutions which may be members of the Company, as may be determined by a General Meeting at the time of or prior to the winding up or dissolution of the Company.

Members.

10 The first members of the Company shall be the Subscribers to the Memorandum of Association.

11 The Shura Council may at its absolute discretion admit to membership

- a) As a full voting member any Muslim School who fulfil the definition laid out in Article 2, who have paid or agreed to pay the annual subscription as determined from time to time by the Shura Council.
- b) As an Associate member any new full-time Muslim school yet to register with the Department for Education or Muslim educational institutes as defined in Article 2 who agree to submit to and abide by these Articles. Associate members will not be eligible to hold office in the Shura Council nor have the right to vote at general meetings of the company.

- 12 Members shall appoint a representative who shall, during the continuance of her/his appointment, be entitled to exercise in any meeting of the Majlis of the Company all such rights and powers as the corporate body, association or statutory body would exercise if it were an individual person. Each member shall send to the Secretary of the Company written notification of their choice of representative. No person under eighteen years of age or who is prevented by law from being a company director shall be appointed as a representative of a member. Members shall be able to send up to three representatives provided that each member holds only one vote.

Register of Members

- 13 The Company shall maintain a Register of Members in which shall be recorded the name, address and email address of every member and the dates on which it became a member and on which it ceased to be a member. A member shall consent as such by a duly authorised officer signing on its behalf either a written consent to become a member or the Register of Members. A member shall notify the Secretary in writing within seven days of a change to its name or address.

Cessation of Membership

- 14 The rights and privileges of a member shall not be transferable nor transmissible, and all such rights and privileges shall cease upon the member ceasing to be such.
- 15 A member shall cease to be a member immediately that:
- a) ceases to fulfil any of the qualifications for membership as specified in these articles or by the Shura Council from time to time; or
 - b) resigns in writing to the Secretary; or
 - c) fails to pay the annual subscription in force from time to time; or
 - d) is wound up or goes into liquidation; or
 - e) For reasons of non-compliance to these Articles or bringing the company into disrepute, or for whatever grounds deemed necessary by the Shura Council is expelled from membership by a simple majority vote of the Shura Council provided that any member so expelled shall have a right of appeal to be exercised in writing within 7 days of the decision made. The appeal shall be considered by the Shura Council and one other member of the company who shall not be part of the Shura Council ('Independent Member') and the determination of the appeal shall be at the sole and absolute discretion of the Shura Council and the Independent Member, and shall be final and binding. For the purposes of this Article, non-compliance or grounds for being expelled shall include, but not limited to, any form of verbal or physical abuse, promotion of extremist views (either vocally or through distributing materials), use of derogatory and abusive language towards people of other faiths and no faith, giving platforms to controversial organisations on school premises, and administering corporal punishment on pupils.

Majlis (General Meetings)

- 16 The Company shall in each calendar year hold a meeting of the Majlis as its Annual Majlis (Annual General Meeting), and shall specify the meeting as such in the notices calling it. Every Annual Majlis except the first shall be held not more than fifteen months after the holding of the last preceding Annual Majlis, the first Annual Majlis shall be held within eighteen months of incorporation.

- 17 The business of the Annual Majlis shall comprise:
- a) the consideration of the Report and Accounts presented by the Shura Council;
 - b) the appointment of the members of the Shura Council;
 - c) the appointment and the fixing of the remuneration of the Auditor or Auditors (if any); and
 - d) such other business as may have been specified in the notices calling the meeting.
- 18 All meetings of the Majlis other than the Annual Majlis shall be called Extraordinary Meetings of the Majlis.
- 19 The Shura Council may whenever they think fit convene an Extraordinary Meeting of the Majlis, or an Extraordinary Meeting of the Majlis may be convened by ten per cent of the members of the Company, as provided by the Act.
- 20 Decisions at the meetings of the Majlis shall be made by passing resolutions:
- a) Decisions involving an alteration to the Articles of Association of the Company and other decisions so required from time to time by statute shall be made by a Special Resolution. A Special Resolution is defined as one passed by a majority of not less than two-thirds of those members of the Company present and voting at a meeting of the Majlis. No amendment may be made to the objects of the Company without the prior consent of the Charity Commission.
 - b) All other decisions shall be made by Ordinary Resolution requiring a simple majority vote of members present and voting.

Notices

- 21 All meetings of the Majlis shall be called by at least twenty-one clear days' notice.
- 22 Notice of every meeting of the Majlis shall be given in writing or via email, provided that the member in question has given their prior approval to this, to every member of the Company and to the auditors and to such other persons who are entitled to receive notice and shall be sent by post or via email to each member at the address recorded in the Register of Members and to other persons at their Registered Office.
- 23 Notice of all meetings shall be given exclusive of the day on which it is served and shall specify the exact date, time and place of the meeting. In the case of a meeting of the Majlis which is to consider a Special Resolution, such resolution shall be specified in the notices calling that meeting and in the case of all other meetings of the Majlis the general nature of the business to be raised shall be specified.
- 24 Where notice is sent by post or email, notice shall be deemed to have been served by properly addressing, prepaying and posting the notice and to have been sent forty-eight hours after the notice has been posted.
- 25 The accidental omission to give notice of a meeting to or non-receipt of notice of a meeting by any person entitled to receive notice shall not invalidate proceedings at that meeting.

Proceedings at Meetings of the Majlis

- 26 Only one vote may be cast by each or on behalf of each member on any particular resolution. Any person, who is the named representative of a member of the Company, may act as proxy for a member who is absent from the meeting provided that any person claiming to act as proxy for any

member shall produce written authorisation signed by the member in question to act as proxy on her/his behalf. Alternatively, a member may email the identity of their proxy to the Secretary provided that such an email is validated and authenticated using procedures agreed in a meeting of the Majlis. A proxy may be instructed by the member for whom s/he is acting to vote this way or that on a particular resolution, or may be authorised to vote in accordance with her/his own judgement.

- 27 A member shall declare an interest in, and shall not debate or vote in respect of any matter in which s/he has a personal material or financial interest and shall withdraw from any meeting where such a matter is discussed.
- 28 No business shall be transacted at a meeting of the Majlis unless a quorum of members is present. Ten members or ten per cent of the membership, whichever is the greater, shall constitute a quorum.
- 29 If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved. In any other case it shall stand adjourned until the same day in the next week at the same time and same place or other/vise as the Shura Council may direct and all members shall be given such notice as is practicable of the adjourned meeting. The members present at a meeting so adjourned shall constitute a quorum.
- 30 At every meeting of the Majlis the Amir of the Company shall preside, but if s/he is not present within twenty minutes after the time appointed for the commencement of the meeting then the members present shall choose one of their number to be Amir of that meeting, whose function shall be to conduct the business of the meeting in an orderly manner.
- 31 The Amir may with the consent of any meeting at which a quorum is present, and shall if so directed by the meeting, adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. Where a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of the original meeting. Otherwise it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 32 At any meeting of the Majlis a resolution put to the vote of the meeting shall be decided on a show of hands unless a secret ballot is, before or on the declaration of the result of the show of hands, demanded by at least two member representatives present in person.
- 33 Unless a secret ballot be so demanded, a declaration by the Amir that a resolution has on a show of hands been carried or lost and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportions of the votes recorded in favour or against such resolutions.
- 34 If a secret ballot is duly demanded it shall be taken in such a manner as the Amir directs, provided that each member shall have only one vote, and the result of the ballot shall be deemed to be the resolution of the meeting at which the ballot was demanded.
- 35 The demand for a secret ballot shall not prevent the continuance of a meeting for the transaction of any other business than the question upon which a ballot has been demanded. The demand for a secret ballot may be withdrawn.
- 36 In the case of an equality of votes, whether on a show of hands or on a ballot, the Amir of the meeting shall have a second or casting vote.

- 37 Subject to the provisions of this Article, a resolution in writing signed on behalf of all the members for the time being shall be valid and effective as if the same had been passed at a meeting of the Majlis duly convened and held and may consist of several similar documents each signed on behalf of one or more members. A copy of any resolution passed in accordance with this Article shall be sent to the Company's auditors. If within seven days of receiving such copy the auditors inform the Company that the resolution concerns them and they require the question to be brought to a meeting of the Majlis, then the resolution shall not have effect but shall be brought to a meeting of the Majlis duly convened. If the auditors do not so inform the Company then the resolution shall have effect seven days after the copy was received by the auditors, or immediately upon the auditors informing the Company that they do not require a meeting of the Majlis to be called.
- 38 The Company may at its discretion invite other persons to attend its meetings, with or without speaking rights, and without voting rights.

Office Bearers

- 39 The Company shall have an Amir, two (2) Vice-Chairs, a Treasurer and such other Officers as it sees fit elected by the members of the Shura Council at their first meeting following the Annual Majlis. Each candidate nominated to be Office Bearer must make representation to the Shura Council in order to outline their expertise, vision, and plans for the company. The Shura Council must confirm the period of the Office Bearer's tenure of either one, two or three years, before the election. The tenure of the Chair is restricted to a period of six years of continuous service calculated from the date of the meeting at which he or she is appointed following the adoption of these Articles. The Shura Council shall then vote to elect the Office Bearers. If the outcome of the election is a tie, the election must be re-run with a view to resolving it. If the tie persists then the decision shall be made by the toss of a coin.

Shura Council

- 40 The Company shall have a Shura Council comprising of persons elected by and from the members at an Annual Majlis, not exceeding 12 members. The Company shall endeavour to ensure that women are encouraged to nominate and be nominated to take places on the Shura Council.
- 41 The Shura Council also have the power to co-opt persons for their appropriate skills and experience of benefit to the Company and also to fill casual vacancies on the Shura Council, provided that such co-opted persons shall not act as company directors in law, shall not have a vote and shall not count for the purposes of a quorum.
- 42 The first Shura Council of the Company shall be appointed by the subscribers to the Memorandum of Association.
- 43 For the avoidance of doubt, members of the Shura Council are directors of the Company within the meaning of the Act, and charity trustees in charity law.
- 44 Procedures for the election and co-option of Shura Council members shall be determined from time to time by the Shura Council.

- 45 The members of the Shura Council shall serve a term of 3 years, such that at each Annual Majlis, apart from the Office Bearers, one-third, or four (4) members of the Shura Council, whichever is lesser, shall retire from office as determined by the Shura Council by lot. The names of the Shura Council members whose term of office expires must be stated on the AGM Agenda. Those members whose terms of office have expired shall be eligible to stand for re-election. Any Shura Council member elected to replace a member who has resigned will adhere to the term of office of the resigning member.
- 46 Under no circumstances shall any of the following serve as members of the Shura Council:
- (a) persons aged less than eighteen years;
 - (b) persons who are bankrupt or who are otherwise disqualified by law from serving as company directors;
 - (c) persons who have an unspent conviction involving dishonesty or deception or who are otherwise disqualified by law from serving as charity trustees.
- 47 A Shura Council member shall declare an interest in and shall not debate or vote in respect of any matter in which s/he has a personal, financial or material interest and shall withdraw from any meeting where such a matter is discussed.
- 48 Shura Council members may be paid all reasonable out-of-pocket expenses incurred by them in attending and returning from meetings of the Shura Council or Majlis of the Company or in connection with the business of the Company.
- 49 The office of Shura Council member shall be immediately vacated if s/he:
- a) resigns her/his office in writing to the Company; or
 - b) is the representative of a member and that member revokes her/his appointment as representative; or
 - c) is the representative of a member and that member ceases to be such; or
 - d) in the opinion of the Shura Council, fails to declare her/his interest in any contract as referred to in these articles; or
 - e) is absent from three successive meetings of the Shura Council without special leave of absence from the Shura Council and they pass a resolution that s/he has by reason of such absence vacated office, provided that any member to be so expelled shall be first given the opportunity to make representation to the Shura Council; or
 - f) is disqualified by law from being a trustee of a charity or director of a company; or
 - g) she/he is, or may be, suffering from mental disorder and either:-
 - (i) she/he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health(Scotland) Act 1960, or
 - (ii) an order is made by a Court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for her/his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to her/his property or affairs; or
 - h) is removed from office by resolution of the Company in Majlis in accordance with the Act.
 - i) ceases to be a member of the company.

Powers and Duties of the Shura Council

- 50 The affairs of the Company shall be managed by the Shura Council who may pay all expenses of the formation of the Company as they think fit and may exercise all such powers of the Company as may be exercised and done by the Company and as are not by statute or by these Articles required to be exercised or done by the Company in a meeting of Majlis.
- 51 No regulation made by the Company in meetings of the Majlis shall invalidate any prior act of the Shura Council which would have been valid had that regulation not been made.
- 52 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company shall be signed, drawn, accepted, endorsed, or otherwise executed in such manner as the Shura Council shall from time to time direct, provided that all instruments of expenditure above a certain limit set from time to time by the Shura Council must be signed by at least two members of the Shura Council.
- 53 Without prior prejudice to its general powers, the Shura Council may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking and property or any part of them and to issue debentures and other securities whether outright or as security for any debt, liability or obligation of the Company subject to such consents as may be required by law.

Proceedings of the Shura Council

- 54 Members of the Shura Council may meet together for the despatch of business, adjourn, and otherwise regulate their meetings as they think fit.
- 55 Questions arising at any meetings shall be decided by a majority of votes. In the case of an equality of votes, the Amir of the meeting shall have a casting vote.
- 56 Two Shura Council members may, and the Secretary on the requisition of two Shura Council members shall summon a meeting of the Shura Council by giving seven days notice to all Shura Council members. It shall not be necessary to give notice of a meeting of the Shura Council to any of its members for the time being absent from the United Kingdom.
- 57 The quorum necessary for the transaction of the business of the Shura Council shall be six Shura Council members or one-third of the Shura Council, whichever is the greater.
- 58 The Shura Council may act regardless of any vacancy in their body, but, if and so long as their number is less than the minimum prescribed in these Articles, the Shura Council may act for the purposes of increasing the number of Shura Council members to that number, or of summoning a meeting of the Majlis of the Company, but for no other purpose.

- 59 At every Shura Council meeting the Amir of the Company shall preside, but if s/he is not present within twenty minutes after the time appointed for the commencement of the meeting then the other Shura Council members present shall choose one of their number to be Amir of the meeting, whose function shall be to conduct the business of the meeting in an orderly manner.
- 60 The Shura Council shall cause accurate records to be made, in books provided for that purpose, of:
- a) the name, details, and date of appointment of all persons appointed to office;
 - b) the names of the Shura Council members, officers, members and other persons present at all meetings of the Majlis, Shura Council and Sub-Committee meetings of the Company;
 - c) minutes of all proceedings and resolutions at all meetings of the Majlis, Shura Council and Sub-Committee meetings of the Company;
 - d) all applications of the Seal to any document.
- 61 All such records and minutes shall be open to inspection during normal working hours by the representative of any member of the Company and by any person authorised by the Company in a meeting of the Majlis.
- 62 The Shura Council may delegate any of their powers to Sub-Committees consisting of such members of their body and others as they think fit; any Sub-Committee so formed shall in the exercise of the powers so delegated conform to any regulations imposed on it by the Shura Council which regulations shall always include provision for regular and prompt reports to the Shura Council.
- 63 All acts done by any meeting of the Shura Council or by any person acting as a member of the Shura Council shall, should it be afterwards discovered that there was some defect in the appointment of any such Shura Council member or person acting as such, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Shura Council member.
- 64 A resolution in writing, signed by all the Shura Council members who for the time being are entitled to vote, shall be valid and effective as if it had been passed at a meeting of the Shura Council, and may consist of several similar documents signed by one or more Shura Council members.
- 65 The Shura Council may at its discretion invite other persons to attend its meetings, with or without speaking rights, and without voting rights.

Secretary

- 66 The Shura Council shall appoint a Secretary of the Company for such term at such remuneration and upon such conditions as they think fit; and any Secretary so appointed may be removed by them.
- 67 No remuneration may be paid to a Secretary who is also a member of the Shura Council.

- 68 A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Shura Council member and the Secretary shall not be satisfied by its being done by or to the same person acting in both capacities.

The Seal

- 69 If the Company has a Seal, it shall only be used by the authority of the Shura Council and every instrument to which the Seal shall be applied shall be signed by a Shura Council member and shall be countersigned by the Secretary or by a second Shura Council member. Every such application of the Seal shall be minuted.

Accounts

- 70 The Shura Council shall cause proper accounts to be kept in accordance with the law for the time being in force with respect to:
- a) all sums of money received and expended by the Company and the matters in which the receipt and expenditure takes place;
 - b) all sales and purchases of goods by the Company;
 - c) the assets and liabilities of the Company;
 - d) Proper accounts shall be deemed to be kept if they give a true and fair record of the state of the Company's affairs and explain its transactions.
- 71 The accounts shall be kept at the Registered Office of the Company or, subject to the Act, at such other place or places as the Shura Council thinks fit, and shall always be open to the inspection of all members and officers and by other persons authorised by the Company in a meeting of the Majlis.
- 72 The Shura Council shall from time to time, in accordance with the Act, cause to be prepared and to be laid before the Company in a meeting of the Majlis such income and expenditure accounts, balance sheets, and any reports referred to in those sections.
- 73 A copy of every balance sheet (including every document required by law to be annexed thereto) which is laid before the Company in a meeting of the Majlis, together with a copy of the Auditor's report and Shura Council report shall not less than twenty-one days before the date of the meeting, subject nevertheless to the provisions of the Act, be sent, or emailed (provided that the prior consent of the member has been given), to every member of and every holder of debentures of the Company; provided that this regulation shall not require a copy of those documents to be sent to any person of whose address the Company is not aware or to more than one of the joint holders of any debentures.

Audit & Independent Examination

- 74 Subject to such statutory regulations from time to time in force, and unless the Company is eligible for and has determined to apply the small company audit exemptions, once at least in every year the accounts of the Company shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified Auditor or Auditors, or an Independent Examiner.

- 75 Auditors or Independent examiners shall be appointed and their duties regulated in accordance with the Act and the Charities Act 2006.

Regulations

- 76 The Company, in a meeting of the Majlis or the Shura Council, may from time to time make, adopt and amend such regulations in the form of bye-laws, standing orders, secondary rules or otherwise provided that such regulations are not inconsistent with the Articles of Association, or amounting to such an addition or alteration which could only legally be made by Special Resolution, as they may think fit for the management, conduct and regulation of the affairs of the Company and the proceedings and powers of the Shura Council and sub-committees. All members of the Company and the Shura Council shall be bound by such regulations whether or not they have received a copy of them.

Indemnity

- 77 Subject to the Act, in the execution of the objects of the Company no member of the Shura Council or the Secretary or other officer of the Company shall be liable for any loss to the property of the Company arising by reason of any improper investment made in good faith (so long as s/he shall have sought professional advice before making such investment) or for the negligence or fraud of any agent employed by them in good faith (provided reasonable supervision shall have been exercised) although the employment of such agent was strictly not necessary by reason of any mistake or omission made in good faith by any of the above persons or by reason of any other matter or thing other than willful and individual fraud, wrongdoing or wrongful omission on the part of the person(s) in question.