

The Companies Act 2006

Community Interest Company Limited by Guarantee

Articles of Association

of

RAINCLIFFE WOOD COMMUNITY ENTERPRISE

COMMUNITY INTEREST COMPANY

COMPANY NUMBER 08721649

INCORPORATED ON 13 OCTOBER 2013

(CIC Limited by Guarantee, Schedule 1, Large Membership)

The Companies Act 2006

Community Interest Company Limited by Guarantee

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RAINCLIFFE WOOD COMMUNITY ENTERPRISE

INTERPRETATION

1. Defined Terms

The interpretation of these Articles is governed by the provisions set out in the Schedule at end of the Articles.

COMMUNITY AND INTEREST COMPANY AND ASSET LOCK

2. Community Interest Company

The Company is to be a community interest company.

3. Asset Lock

3.1 The Company shall not transfer any of its assets other than for full consideration.

3.2 Provided the conditions in Article 3.3 are satisfied, Article 3.1 shall not apply to:

- (a) the transfer of assets to any specified asset-locked body, 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 into an asset-locked body.

3.3 The conditions are 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 and Articles of the Company.

3.4 If:

3.4.1 the Company is wound up under the Insolvency Act 1986; and

3.4.2 all its liabilities have been satisfied

any residual assets shall be given or transferred to the asset-locked body identified by the Regulator.

4. Not for profit

4.1 The Company is not established or conducted for private gain: any surplus or assets are used principally for the benefit of the community.

4.2 Any surplus of the Company shall be applied in the following ways, in such proportions and in such manner as decided by the Board of Directors:

- (a) To creating a general reserve for the continuation and development of the Company.
- (b) To make payments for social and charitable purposes in furtherance of its objects. to benefit the people and environment of Scarborough.

OBJECTS, POWERS AND LIMITATION OF LIABILITY

5. Objects

The objects of the Company are to carry on activities which benefit the community and in particular (without limitation) to

- Advancement of citizenship and community development.
- Training and education to assist in the capacity and skills of members of the public to help them to meet their needs and participate more fully in society.
- Advancement of the public's awareness and involvement in the conservation, protection and improvement of the physical and natural environment.
- Promotion of recreation, leisure and access for the public from whatever background of health, hardship, disablement, infirmity, gender as well as the public at large, in the interests of social welfare and with the object of improving quality of life.
- Generation of an income for reinvestment in the woodland and to provide infrastructure which enables RWCE to achieve its management objectives.

6. Powers

6.1 To further its objects the Company has power to do anything which is calculated to further its Objects or is conducive or incidental to doing so. In particular, the company has power:

- (1) to raise funds through trading or any other means
- (2) to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
- (3) to sell, lease or otherwise dispose of all or any part of the property belonging to the company.
- (4) to borrow money and to charge the whole or any part of the property belonging to the company as security for repayment of the money borrowed or as security for a grant or the discharge of an obligation.
- (5) to co-operate with other social enterprises, charities, voluntary bodies and statutory authorities and to exchange information and advice with them;
- (6) to establish or support any charitable trusts, associations or institutions formed for any of the purposes included in the Objects;
- (7) to acquire, merge with or to enter into any partnership or joint venture arrangement with any other company;
- (8) to set aside income as a reserve against future expenditure;
- (9) to employ and remunerate such staff as are necessary for carrying out the work of the company. The company may employ or remunerate a director only to the extent it is permitted to do so by article 6.3 and provided it complies with the conditions in that article;

- (10) to:
 - (a) deposit or invest funds;
 - (b) employ a professional fund-manager; and
- (11) to provide indemnity insurance for the directors
- (12) to pay out of the funds of the company the costs of forming and registering the company.

6.2 Liability of members

- 6.2.1 The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the Company in the event of its being wound up while he or she is a member or within one year after he or she ceases to be a member, for:
 - 6.2.2 payment of the Company's debts and liabilities contracted before he or she ceases to be a member;
 - 6.2.3 payment of the costs, charges and expenses of winding up; and
 - 6.2.4 adjustment of the rights of the contributories among themselves.

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

7. Benefits and payments to Directors and Connected Persons

- 7.1 A Director:
 - 7.1.1 is entitled to be reimbursed reasonable out-of-pocket expenses properly incurred when acting on behalf of the Company;
 - 7.1.2 may benefit from trustee indemnity insurance purchased by the Company in accordance with section 189 of the Charities Act;
 - 7.1.3 may receive payment under an indemnity from the Company in the circumstances set out in article 51;
 - 7.1.4 may not receive any other benefit or payment from the Company unless it is authorised by this article 7.
- 7.2 Unless the benefit or payment is permitted under article 7.3, no Director (including a Member who is also a Director) or Connected Person may:
 - 7.2.1 buy any goods or services from the Company on terms preferential to those applicable to members of the public;
 - 7.2.2 sell goods, services, or any interest in land to the Company;
 - 7.2.3 be employed by, or receive any remuneration from, the Company; or
 - 7.2.4 receive any other financial benefit from the Company.

- 7.3 A Director or a Connected Person may:
- 7.3.1 receive a benefit from the Company in the capacity of a beneficiary of the Company provided that a majority of the Directors do not benefit in this way;
 - 7.3.2 enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the Company where that is permitted in accordance with, and subject to the conditions in, sections 185 and 186 of the Charities Act;
 - 7.3.3 subject to article 7.4, enter into a contract for the supply of goods to the Company that are not supplied in connection with services provided to the Company by the Director or Connected Person;
 - 7.3.4 receive reasonable and proper rent for premises let to the Company;
 - 7.3.5 receive interest at a reasonable and proper rate on money lent to the Company;
 - 7.3.6 take part in the normal trading and fundraising activities of the Company on the same terms as members of the public; and
 - 7.3.7 receive or retain any payment for which prior written authorisation has been obtained from the Regulator.
- 7.4 The Company and its Directors may only rely upon the authority provided by article 7.3 if each of the following conditions is satisfied:
- 7.4.1 the amount or maximum amount of the payment for the goods:
 - 7.4.1 .1 is set out in an agreement in writing between the Company and the Director or Connected Person supplying the goods (the Supplier) under which the Supplier is to supply the goods in question to the Company;
 - 7.4.1 .2 does not exceed what is reasonable in the circumstances for the supply of the goods in question;
 - 7.4.2 the other Directors are satisfied that it is in the best interests of the Company to contract with the Supplier rather than someone who is not a Director or Connected Person. In reaching that decision, which must be recorded in the minutes of the meeting, the Directors must balance the advantages of contracting with a Director against the disadvantages of doing so;
 - 7.4.3 the Supplier:
 - 7.4.3.1 is absent from the part of the meeting at which there is discussion of the proposal to enter into a contract or arrangement with regard to the supply of goods to the Company by them;

7.4.3.2 does not vote on any such matter and is not counted when calculating whether a quorum of Directors is present at the meeting; and

7.4.4 a majority of the Directors then in office are not in receipt of remuneration or payments authorised by article 7.

7.5 A Director's duty under the Act to avoid a conflict of interest with the Company does not apply to any transaction authorised by this article 7.

7.6 In this article 7:

financial benefit: means a benefit, direct or indirect, which is either money or has a monetary value.

Connected Person: means any person falling within one of the following categories:

- a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Director; or
- b) the spouse or civil partner of any person in (a); or
- c) any person who carries on business in partnership with a Director or with any person in (a) or (b); or
- d) an institution which is controlled by either a Director, any person in (a), (b) or (c), or a Director and any person in (a), (b) or (c), taken together;
- e) a corporate body in which a Director or any person in (a), (b) or (c) has a substantial interest, or two or more such persons, taken together, have a substantial interest.

Sections 350 to 352 of the Charities Act apply for the purposes of interpreting the terms used in this Article;

Company: includes any company in which the Company:

- a) holds more than 50% of the shares; or
- b) controls more than 50% of the voting rights attached to the shares; or
- c) has the right to appoint one or more Directors to the board of the company.

8. Directors' general authority

8.1 Subject to the Articles, any special resolution and any restrictions imposed by the Companies Act, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

8.2 No alteration of the articles or any special resolution shall have retrospective effect to invalidate any prior act of the directors.

8.3 Any meeting of directors at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the directors.

9. Members' reserve power

- 9.1 The members may, by special resolution, direct the Directors to take, or refrain from taking, specific action.
- 9.2 No such special resolution invalidates anything which the Directors have done before the passing of the resolution.

10. Chair

The Directors may appoint one of their number to be the chair of the Directors for such term of office as they determine and may at any time remove him or her from office.

11. Directors may delegate

- 11.1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles:

- 11.1.1 to such person or committee;

- 11.1.2 by such means (including by power of attorney);

- 11.1.3 to such an extent;

- 11.1.4 in relation to such matters or territories; and

- 11.1.5 on such terms and conditions;

as they think fit. The terms of any delegation must be recorded in the minutes of the Directors' meeting where the decision was made.

- 11.2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.
- 11.3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.
- 11.4 All acts and proceedings of any committees or other delegated groups must be fully and promptly reported to the Directors at the first Board meeting following the meeting of such committees or groups.

12. Committees

- 12.1 Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors.
- 12.2 The Directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.

DECISION-MAKING BY DIRECTORS

13. Directors to take decisions collectively

Any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Article 19.

14. Calling a Directors' meeting

14.1 Any Two Directors may, (and the Secretary, if any, must at the request of two Directors) call a Directors' meeting.

14.2 A Directors' meeting must be called by at least seven Clear Days' notice unless either:

14.2.1 all the Directors agree; or

14.2.2 urgent circumstances require shorter notice.

14.3 Notice of Directors' meetings must be given to each Director.

14.4 Every notice calling a Directors' meeting must specify:

14.4.1 the place, day and time of the meeting; and

14.4.2 if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

14.5 Notice of Directors' meetings need not be circulated in writing

14.6 Notice of Directors' meetings may be sent by Electronic Means to an Address provided by the Director for the purpose.

15. Participation in Directors' meetings

15.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:

15.1.1 the meeting has been called and takes place in accordance with the Articles; and

15.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

15.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.

15.3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

16. Quorum for Directors' meeting

16.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

16.2 The quorum for Directors' meetings shall be two or the number nearest to one-third of the total number of Directors, whichever is the greater, or such larger number as may be decided from time to time by the Directors. If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision:

16.2.1 to appoint further Directors; or

16.2.2 to call a general meeting so as to enable the members to appoint further Directors.

17. Chairing of Directors' meetings

The Chair, if any, or in his or her absence another Director nominated by the Directors present shall preside as chair of each Directors' meeting.

18. Decision making at a meeting

18.1 Questions arising at a Directors' meeting shall be decided by a majority of votes.

18.2 In all proceedings of Directors each Director must not have more than one vote.

18.3 In case of an equality of votes, the Chair shall have a second or casting vote.

19. Decisions without a meeting

19.1 The Directors may take a unanimous decision without a Directors' meeting by indicating to each other by any means, including without limitation by Electronic Means, that they share a common view on a matter. Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by each Director or to which each Director has otherwise indicated agreement in Writing.

19.2 A decision which is made in accordance with Article 19.1 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:

19.2.1 approval from each Director must be received by one person being either such person as all the Directors have nominated in advance for that purpose or such other person as volunteers if necessary ("the Recipient"), which person may, for the avoidance of doubt, be one of the Directors;

19.2.2 following receipt of responses from all of the Directors, the Recipient must communicate to all of the Directors by any means whether the resolution has been formally approved by the Directors in accordance with this Article 19.2;

19.2.3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval;

19.2.4 the Recipient must prepare a minute of the decision in accordance with Article 48.

20. Conflicts of interest

20.1 Whenever a Director finds himself or herself in a situation that is reasonably likely to give rise to a Conflict of Interest, he or she must declare his or her interest to the Directors unless, or except to the extent that, the other Directors are or ought reasonably to be aware of it already.

20.2 If any question arises as to whether a Director has a Conflict of Interest, the question shall be decided by a majority decision of the other Directors.

20.3 Whenever a matter is to be discussed at a meeting or decided in accordance with Article 19 and a Director has a Conflict of Interest in respect of that matter then, subject to Article 21, he or she must:

20.3.1 remain only for such part of the meeting as in the view of the other Directors is necessary to inform the debate;

20.3.2 not be counted in the quorum for that part of the meeting; and

20.3.3 withdraw during the vote and have no vote on the matter.

20.4 When a Director has a Conflict of Interest which he or she has declared to the Directors, he or she shall not be in breach of his or her duties to the Company by withholding confidential information from the Company if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her.

21. Directors' power to authorise a conflict of interest

21.1 The Directors have power to authorise a Director to be in a position of Conflict of Interest provided:

21.1.1 in relation to the decision to authorise a Conflict of Interest, the conflicted Director must comply with Article 20.3;

21.1.2 in authorising a Conflict of Interest, the Directors can decide the manner in which the Conflict of Interest may be dealt with and, for the avoidance of doubt, they can decide that the Director with a Conflict of Interest can participate in a vote on the matter and can be counted in the quorum;

21.1.3 the decision to authorise a Conflict of Interest can impose such terms as the Directors think fit and is subject always to their right to vary or terminate the authorisation.

21.2 If a matter, or office, employment or position, has been authorised by the Directors in accordance with Article 21.1 then, even if he or she has been authorised to remain at the meeting by the other Directors, the Director may absent himself or herself from meetings of the Directors at which anything relating to that matter, or that office, employment or position, will or may be discussed.

21.3 A Director shall not be accountable to the Company for any benefit which he or she derives from any matter, or from any office, employment or position, which has been authorised by the Directors in accordance with Article 21.1 (subject to any limits or conditions to which such approval was subject).

22. Register of Directors' interests

The Directors shall cause a register of Directors' interests to be kept. A Director must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared.

APPOINTMENT AND RETIREMENT OF DIRECTORS

23. Methods of appointing directors

23.1 Those persons notified to the Registrar of Companies as the first Directors of the Company and those drawn from the existing Raincliffe Wood Steering Group shall be the first Directors and shall serve until the first AGM of the Company.

23.2 A Director must be a person aged 18 years or older.

23.3 No one may be appointed a director if he or she would be disqualified from acting under the provisions of Article 24.

23.4 Any person who is willing to act as a Director, and is permitted by law to do so, subject to Articles 23.2 and 23.3 may be appointed to be a Director:

- (a) by ordinary resolution in a general meeting;
- (b) by a decision of the Directors; or
- (c) by nomination from the Representative bodies

depending on the category of Director.

23.5 The Board of Directors shall be composed in the following way:

- (a) A maximum of three Directors each appointed on an annual basis from:
 - a. Scarborough Borough Council (appointing two directors)
 - b. Barrowcliff Big Local (appointing one director)
- (b) A maximum of six Directors elected from the membership (who shall be interested persons) who will serve for a three year period and who will be subject to retirement by rotation at the end of that period. Member Directors may be reelected for a further three year period subject to no retiring director being elected or appointed as a director at any general meeting unless he or she is proposed and seconded for re-election by a director.

- (c) A maximum of three Expert Directors appointed by the Board, as persons having skills and experience which will benefit the company who will serve for a two year period. The Board may decide to reappoint any Expert Director for a further two year period if their skills and experience are of benefit to the company.
- (d) In addition the Board of Directors may also co-opt further directors who may serve until the subsequent AGM. The Board may decide to reappoint any Co-optee Director for a further year if their skills and experience are of benefit to the company.
- (e) The minimum number of Directors shall be 4 and the maximum number shall be 14.

24. Termination of Director's appointment

A person ceases to be a Director as soon as:

- (a) that person ceases to be a Director by virtue of any provision of the Companies Acts, or is prohibited from being a Director by law;
- (b) a bankruptcy order is made against that person, or an order is made against that person in individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (d) notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least two Directors will remain in office when such resignation has taken effect);
- (e) the Director fails to attend three consecutive meetings of the Directors and the Directors resolve that the Director be removed for this reason; or
- (f) at a general meeting of the Company, a resolution is passed that the Director be removed from office, provided the meeting has invited the views of the Director concerned and considered the matter in the light of such views.

25. Directors' remuneration

25.1 Directors may undertake any services for the Company that the Directors decide.

25.2 Directors are entitled to such remuneration as the Directors determine:

25.2.1 for their services to the Company as Directors; and

25.2.2 for any other service which they undertake for the Company.

- 25.3 Subject to the Articles, a Director's remuneration may:
- 25.3.1 take any form; and
 - 25.3.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.
- 25.4 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.
- 25.5 Unless the Directors decide otherwise, Directors are not accountable to the Company for any remuneration which they receive as Directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

26. Directors' expenses

The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at:

- (a) meetings of Directors or committees of Directors;
- (b) general meetings; or
- (c) separate meetings of any class of members or of the holders of any debentures of the Company,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

MEMBERS

BECOMING AND CEASING TO BE A MEMBER

27. Becoming a member

- 27.1 The subscribers to the Memorandum are the first members of the Company.
- 27.2 Such other persons as are admitted to membership in accordance with the Articles shall be members of the Company.
- 27.3 No person shall be admitted a member of the Company unless he or she is approved by the Directors.
- (a) The directors may only refuse an application for membership if, acting reasonably and properly, they consider it to be in the best interests of the company to refuse the application.
 - (b) The directors must inform the applicant in writing of the reasons for the refusal within twenty-one days of the decision.

- (c) The directors must consider any written representations the applicant may make about the decision. The directors' decision following any written representations must be notified to the applicant in writing but shall be final.
- 27.4 Every person who wishes to become a member shall deliver to the Company an application for membership in such form (and containing such information) as the Directors require and executed by him or her.
- 28. Termination of membership**
- 28.1 Membership is not transferable to anyone else.
- 28.2 Membership is terminated if:
 - 28.2.1 the member dies or ceases to exist;
 - 28.2.2 otherwise in accordance with the Articles; or
 - 28.2.3 at a meeting of the Directors at which at least half of the Directors are present, a resolution is passed resolving that the member be expelled on the ground that his or her continued membership is harmful to or is likely to become harmful to the interests of the Company. Such a resolution may not be passed unless the member has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify expulsion, and has been afforded a reasonable opportunity of being heard by or of making written representations to the Directors. A member expelled by such a resolution will nevertheless remain liable to pay to the Company any subscription or other sum owed by him or her.

ORGANISATION OF GENERAL MEETINGS

- 29. General meetings**
- 29.1 An annual general meeting must be held each subsequent year and not more than fifteen months may elapse between annual general meetings.
- 29.2 The Directors may call a general meeting at any time giving twenty-one days' notice to the Chair.
- 29.3 The Directors must call a general meeting if required to do so by the members under the Companies Acts
- 29.4 Members seeking a general meeting must submit in writing a notice to the Chair requesting a meeting is called. The Chair, on behalf of the Board, must call a meeting within eight weeks of the request being made.

30. Length of notice

All general meetings must be called by either:

- 30.1 at least 21 Clear Days' notice for an annual general meeting or a general meeting called for the passing of a special resolution;
- 30.2 at least 14 Clear Day's notice for all other general meetings; or

31. Contents of notice

- 31.1 Every notice calling a general meeting must specify the place, day and time of the meeting, whether it is a general or an annual general meeting, and the general nature of the business to be transacted.
- 31.2 If a special resolution is to be proposed, the notice must include the proposed resolution and specify that it is proposed as a special resolution.
- 31.3 In every notice calling a meeting of the Company there must appear with reasonable prominence a statement informing the member of his or her rights to appoint another person as his or her proxy at a general meeting in accordance with section 324 of the Companies Act 2006.

32. Service of notice

Notice of general meetings must be given to every member, to the Directors and to the auditors of the Company.

33. Attendance and speaking at general meetings

- 33.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 33.2 A person is able to exercise the right to vote at a general meeting when:
 - 33.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
 - 33.2.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 33.3 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 33.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.
- 33.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

34. Quorum for general meetings

- 34.1 No business (other than the appointment of the chair of the meeting) may be transacted at any general meeting unless a quorum is present.
- 34.2 The quorum shall be 15 members (over and above Board members) present in person or by proxy and entitled to vote upon the business to be conducted at the meeting.
- 34.3 If a quorum is not present within half an hour from the time appointed for the meeting, or during a meeting the quorum ceases to be present, the meeting shall stand adjourned to such time and place as the Directors may determine.
- 34.4 The Directors must reconvene the meeting and must give at least 7 Clear Days' notice of the reconvened meeting stating the date, time and place of the meeting.
- 34.5 If, at the adjourned meeting, a quorum is not present within fifteen minutes from the time appointed for the meeting those present and entitled to vote shall be a quorum.

35. Chairing general meetings

- 35.1 The Chair (if any) or in his or her absence some other Director nominated by the Directors will preside as chair of every general meeting.
- 35.2 If neither the Chair nor such other Director nominated in accordance with Article 35.1 (if any) is present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Directors present shall elect one of their number to chair the meeting and, if there is only one Director present and willing to act, he or she shall be chair of the meeting.
- 35.3 If no Director is willing to act as chair of the meeting, or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the members present in person or by proxy and entitled to vote must choose one of their number to be chair of the meeting, save that a proxy holder who is not a member entitled to vote shall not be entitled to be appointed chair of the meeting.

36. Attendance and speaking by Directors and non-members

- 36.1 A Director may, even if not a member, attend and speak at any general meeting.
- 36.2 The chair of the meeting may permit other persons who are not members of the Company to attend and speak at a general meeting.

37. Adjournment

- 37.1 The chair of the meeting may adjourn a general meeting at which a quorum is present if:
 - 37.1.1 the meeting consents to an adjournment; or
 - 37.1.2 it appears to the chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

- 37.2 The chair of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 37.3 When adjourning a general meeting, the chair of the meeting must:
- 37.3.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors; and
- 37.3.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 37.4 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least seven Clear Days' notice of it:
- 37.4.1 to the same persons to whom notice of the Company's general meetings is required to be given; and
- 37.4.2 containing the same information which such notice is required to contain.
- 37.5 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

38. Voting: general

- 38.1 Every member shall have one vote. The member has to have been a member for at least 2 weeks prior to any general meeting for the vote to be eligible.
- 38.2 Any objection to the qualification of any voter must be raised at the meeting at which the vote is tendered and the decision of the person who is chairing the meeting shall be final.
- 38.3 A resolution put to the vote of a general meeting must be decided on a show of hands **or by ballot paper** unless a poll is duly demanded in accordance with the Articles.
- 38.4 A person who is not a member of the Company shall not have any right to vote at a general meeting of the Company; but this is without prejudice to any right to vote on a resolution affecting the rights attached to a class of the Company's debentures.
- 38.5 Article 38.4 shall not prevent a person who is a proxy for a member or a duly Authorised Representative from voting at a general meeting of the Company.

39. Votes

- 39.1 On a vote on a resolution on a show of hands or by ballot paper at a meeting every person present in person (whether a member, proxy or Authorised Representative of a member) and entitled to vote shall have a maximum of one vote.
- 39.2 On a vote on a resolution on a poll at a meeting every member present in person or by proxy or Authorised Representative shall have one vote.

- 39.3 In the case of an equality of votes, whether on a show of hands, by ballot paper, or on a poll, the chair of the meeting shall not be entitled to a casting vote in addition to any other vote he or she may have.
- 39.4 No member shall be entitled to vote at any general meeting unless all monies presently payable by him, her or it to the Company have been paid.
- 39.5 The following provisions apply to any organisation that is a member (“a Member Organisation”):
- 39.5.1 a Member Organisation may nominate any individual to act as its representative (“an Authorised Representative”) at any meeting of the Company;
- 39.5.2 the Member Organisation must give notice in Writing to the Company of the name of its Authorised Representative. The Authorised Representative will not be entitled to represent the Member Organisation at any meeting of the Company unless such notice has been received by the Company. The Authorised Representative may continue to represent the Member Organisation until notice in Writing is received by the Company to the contrary;
- 39.5.3 a Member Organisation may appoint an Authorised Representative to represent it at a particular meeting of the Company or at all meetings of the Company until notice in Writing to the contrary is received by the Company;
- 39.5.4 any notice in Writing received by the Company shall be conclusive evidence of the Authorised Representative’s authority to represent the Member Organisation or that his or her authority has been revoked. The Company shall not be required to consider whether the Authorised Representative has been properly appointed by the Member Organisation;
- 39.5.5 an individual appointed by a Member Organisation to act as its Authorised Representative is entitled to exercise (on behalf of the Member Organisation) the same powers as the Member Organisation could exercise if it were an individual member;
- 39.5.6 on a vote on a resolution at a meeting of the Company, the Authorised Representative has the same voting rights as the Member Organisation would be entitled to if it was an individual member present in person at the meeting; and
- 39.5.7 the power to appoint an Authorised Representative under this Article 39.5 is without prejudice to any rights which the Member Organisation has under the Companies Acts and the Articles to appoint a proxy or a corporate representative.

40. Poll votes

40.1 A poll on a resolution may be demanded:

40.1.1 in advance of the general meeting where it is to be put to the vote; or

- 40.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 40.2 A poll may be demanded by:
- 40.2.1 the chair of the meeting;
 - 40.2.2 the Directors;
 - 40.2.3 two or more persons having the right to vote on the resolution;
 - 40.2.4 any person, who, by virtue of being appointed proxy for one or more members having the right to vote at the meeting, holds two or more votes; or
 - 40.2.5 a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution.
- 40.3 A demand for a poll may be withdrawn if:
- 40.3.1 the poll has not yet been taken; and
 - 40.3.2 the chair of the meeting consents to the withdrawal.
- 40.4 Polls must be taken immediately and in such manner as the chair of the meeting directs.

41. Errors and disputes

- 41.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- 41.2 Any such objection must be referred to the chair of the meeting whose decision is final.
- 41.3 If a dispute arises between members of the company about the validity or propriety of anything done by the members of the Company under these articles, and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.

42. Content of proxy notices

- 42.1 Proxies may only validly be appointed by a notice in writing (a "Proxy Notice") which:
- (a) states the name and address of the member appointing the proxy;
 - (b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
 - (c) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and

- (d) is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.
- 42.2 The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.
- 42.3 Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 42.4 Unless a Proxy Notice indicates otherwise, it must be treated as:
 - (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
 - (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

43. Delivery of proxy notices

- 43.1 A person who is entitled to attend, speak or vote (either on a show of hands, by ballot paper or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Company by or on behalf of that person.
- 43.2 An appointment under a Proxy Notice may be revoked by delivering to the Company a notice in Writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given.
- 43.3 A notice revoking the appointment of a proxy only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

44. Amendments to resolutions

- 44.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
 - 44.1.1 notice of the proposed amendment is given to the Company in Writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chair of the meeting may determine); and
 - 44.1.2 the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.
- 44.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
 - 44.2.1 the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - 44.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

- 44.3 If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair's error does not invalidate the vote on that resolution.

WRITTEN RESOLUTIONS

45. Written resolutions

- 45.1 Subject to Article 45.3, a written resolution of the Company passed in accordance with this Article 45 shall have effect as if passed by the Company in general meeting:
- 45.1.1 A written resolution is passed as an ordinary resolution if it is passed by a simple majority of the total voting rights of eligible members.
- 45.1.2 A written resolution is passed as a special resolution if it is passed by members representing not less than 75% of the total voting rights of eligible members. A written resolution is not a special resolution unless it states that it was proposed as a special resolution.
- 45.2 In relation to a resolution proposed as a written resolution of the Company the eligible members are the members who would have been entitled to vote on the resolution on the circulation date of the resolution.
- 45.3 A members' resolution under the Companies Acts removing a Director or an auditor before the expiration of his or her term of office may not be passed as a written resolution.
- 45.4 A resolution in writing agreed by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that:
- (a) a copy of the proposed resolution has been sent to every eligible member;
 - (b) a simple majority (or in the case of a special resolution a majority of not less than 75%) of members has signified its agreement to the resolution; and
 - (c) it is contained in an authenticated document which has been received at the registered office within the period of 28 days beginning with the circulation date.
- 45.5 A copy of the written resolution must be sent to every member together with a statement informing the member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse. Communications in relation to written notices shall be sent to the Company's auditors in accordance with the Companies Acts.
- 45.6 A resolution in writing may comprise several copies to which one or more members have signified their agreement.
- 45.7 In the case of a member that is an organisation, its authorised representative may signify its agreement.

- 45.8 A member signifies their agreement to a proposed written resolution when the Company receives from him or her an authenticated Document identifying the resolution to which it relates and indicating his or her agreement to the resolution.
- 45.8.1 If the Document is sent to the Company in Hard Copy Form, it is authenticated if it bears the member's signature.
- 45.8.2 If the Document is sent to the Company by Electronic Means, it is authenticated if it is accompanied by a statement of the identity of the member and the Company has no reason to doubt the truth of that statement.
- 45.9 A written resolution is passed when the required majority of eligible members have signified their agreement to it.
- 45.10 A proposed written resolution lapses if it is not passed within 28 days beginning with the circulation date.

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

46. Means of communication to be used

- 46.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.
- 46.2 Subject to the Articles, any notice or Document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or Documents for the time being.
- 46.3 A Director may agree with the Company that notices or Documents sent to that Director in a particular way are to be deemed to have been received within an agreed time of their being sent, and for the agreed time to be less than 48 hours.
- 46.4 Any notice to be given to or by any person pursuant to the articles must be in Writing or must be given in electronic form
- 46.5 The company may give any notice to a member either:
- (a) personally
 - (b) by sending it by post in a prepaid envelope addressed to the member at his or her address; or
 - (c) by leaving it at the address of the member; or
 - (d) by giving it in electronic form to the member's address.
 - (e) by placing the notice on a website and providing the person with a notification in writing or in electronic form of the presence of the notice on the website. The notification must state that it concerns a notice of a company meeting and must specify the place date and time of the meeting.

- 46.6 A member who does not register an address with the company or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the Company. Address is deemed to include a valid email address.
- 46.7 A member present in person at any meeting of the company shall be deemed to have received notice of the meeting and of the purposes for which it was called.
- 46.8 If a notice or document is sent:
- (a) by post or other delivery service in accordance with article 46.5, it is treated as being delivered:
 - (i) 24 hours after it was posted, if first class post was used; or
 - (ii) 72 hours after it was posted or given to delivery agents, if first class post was not used; provided it can be proved conclusively that a notice or document was delivered by post or other delivery service by showing that the envelope containing the notice or document was:
 - (iii) properly addressed; and
 - (iv) put into the post system or given to delivery agents with postage or delivery paid.
 - (b) by fax, it is treated as being delivered at the time it was sent;
 - (c) by electronic mail, it is treated as being delivered at the time it was sent;
 - (d) by a website, it is treated as being delivered when the material was first made available on the website, or if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

For the purposes of this article, no account shall be taken of any part of a day that is not a Business Day.

47. Irregularities

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not referred to in the notice unless a provision of the Companies Acts specifies that such informality, irregularity or want of qualification shall invalidate it.

48. Minutes

- 48.1 The Directors must keep minutes of all:
- (a) appointments of officers made by the Directors.

- (b) proceedings at meetings of the Company.
- (c) meetings of the Directors and any committees of Directors including:
 - 1. the names of the Directors present at the meeting;
 - 2. the decisions made at the meeting; and
 - 3. where appropriate reasons for the decisions
- (d) resolutions of the Company and of the Directors (including, without limitation, decisions of the Directors made without a meeting).

48.2 Non-Confidential minutes of Board meetings shall be made available on the Company's website once the minutes have been approved by the Board.

48.3 The minutes must be kept for at least 7 years from the date of the meeting, resolution or decision.

49. Records and accounts

The Directors shall comply with the requirements of the Companies Acts as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Regulator of:

49.1 annual reports;

49.2 annual returns; and

49.3 annual statements of account.

50. Indemnity

50.1 Subject to Article 50.2, a relevant Director of the Company or an associated company may be indemnified out of the Company's assets against:

(a) any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company;

(b) any liability incurred by that Director in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006); and

(c) any other liability incurred by that Director as an officer of the Company or an associated company.

50.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

50.3 In this Article:

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- (b) a "relevant Director" means any Director or former Director of the Company or an associated company.

51. Rules

51.1 The directors may from time to time make such reasonable and proper rules or bye laws as they may deem necessary or expedient for the proper conduct and management of the company.

51.2 The bye laws may regulate the following matters but are not restricted to them:

- (a) the admission of members of the company and the rights and privileges of such members, and the entrance fees, subscriptions and other fees or payments to be made by members;
- (b) the conduct of members of the company in relation to one another, and to the company's employees and volunteers;
- (c) the setting aside of the whole or any part or parts of the company's premises at any particular time or times or for any particular purpose or purposes;
- (d) the procedure at general meetings and meetings of the directors in so far as such procedure is not regulated by the Companies Acts or by the articles;
- (e) generally, all such matters as are commonly the subject matter of company rules.

51.3 The company in general meeting has the power to alter, add to or repeal the rules or bye laws.

51.4 The directors must adopt such means as they think sufficient to bring the rules and bye laws to the notice of members of the company.

51.5 The rules or bye laws shall be binding on all members of the company. No rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the articles.

52. Dissolution

52.1 The members of the company may at any time before, and in expectation of, its dissolution resolve that any net assets of the company after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the company be applied or transferred in any of

the following ways:

- (a) directly for the Objects;
- (b) by transfer to any company or charities for purposes similar to the

Objects; or

(c) to any company or charities for use for particular purposes that fall within the Objects.

52.2 Subject to any such resolution of the members of the company, the directors of the company may at any time before and in expectation of its dissolution resolve that any net assets of the company after all its debts and liabilities have been paid, or provision made for them, shall on or before dissolution of the company be applied or transferred:

(a) directly for the Objects; or

(b) by transfer to any company or charities for purposes similar to the Objects; or

(c) to any company or charities for use for particular purposes that fall within the Objects.

52.3 In no circumstances shall the net assets of the company be paid to or distributed among the members of the company (except to a member that is itself a company) and if no resolution in accordance with article 59(1) is passed by the members or the directors the net assets of the company shall be applied for charitable purposes.

53. Social Audit

53.1 A social audit of the Company's activities may, by resolution of a General Meeting, be undertaken annually in addition to the financial records required by law. The role of the social audit shall be to identify the social costs and benefits of the Company work, and to enable an assessment to be made of the Company's overall performance in relation to its objects more easily than may be made from financial accounts alone.

53.2 Such a social audit may be drawn up by an independent assessor appointed by the Board of Directors or by the Board themselves or authorised employees who may submit their report for verification or comments to an independent assessor.

54. Stakeholder Group

54.1 The Company may create and support Stakeholder/User Groups the purpose of which will be to add value to the workings of the Company in pursuit of its main objects.

54.2 The Stakeholder/User Groups will meet at least annually to receive reports on the working of the Company and to comment on its activities.

54.3 The Stakeholder/User group meetings will be attended by at least one director of the Company who will feed back the views of the meeting to the Board.

55. Insurance

55.1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant Director in respect of any relevant loss.

55.2 In this Article:

- (a) a “relevant Director” means any Director or former Director of the Company or an associated company;
- (b) a “relevant loss” means any loss or liability which has been or may be incurred by a relevant Director in connection with that Director’s duties or powers in relation to the Company, any associated company or any pension fund or employees’ share scheme of the company or associated company; and
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

56. Exclusion of model articles

The relevant model articles for a company limited by guarantee are hereby expressly excluded.

SCHEDULE
INTERPRETATION

Defined terms

1. In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

Term	Meaning
1.1 “Address”	includes a number or address used for the purposes of sending or receiving Documents by Electronic Means;
1.2 “Articles”	the Company’s articles of association;
1.3 “Authorised Representative”	means any individual nominated by a Member Organisation to act as its representative at any meeting of the Company in accordance with Article 39;
1.4 “asset-locked body”	means (i) a community interest company, a charity or a Permitted Industrial and Provident Society; or (ii) a body established outside the United Kingdom that is equivalent to any of those;
1.5 “bankruptcy”	includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
1.6 “Chair”	has the meaning given in Article 10;
1.7 “chairman of the meeting”	has the meaning given in Article 35;
1.8 “Circulation Date”	in relation to a written resolution, has the meaning given to it in the Companies Acts;
1.9 “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;
1.10 “community”	is to be construed in accordance with accordance with Section 35(5) of the Company’s (Audit) Investigations and Community Enterprise) Act 2004;
1.11 “Companies Acts”	means the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Company;
1.12 “Company”	Raincliffe Wood Community Enterprise C.I.C.
1.13 “Conflict of Interest”	of any direct or indirect interest of a Director (whether personal, by virtue of a duty of loyalty to another organisation or otherwise) that conflicts, or might conflict with the interests of the Company;
1.14 “Connected Person”	a child, parent, grandchild, grandparent, brother or sister of the director; the spouse or civil partner of the director or of any person falling within the list above; a person carrying on business in partnership with the director or with any person connected to the director.

- 1.15 “Director”** a director of the Company, and includes any person occupying the position of director, by whatever name called;
- 1.16 “Document”** includes, unless otherwise indicated, any Document sent or supplied in Electronic Form;
- 1.17 “Electronic Form” and “Electronic Means”** have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
- 1.18 “Hard Copy Form”** has the meaning given to it in the Companies Act 2006;
- 1.19 “Memorandum”** the Company’s memorandum of association;
- 1.20 “paid”** means paid or credited as paid;
- 1.21 “participate”** in relation to a Directors’ meeting, has the meaning given in Article 15;
- 1.22 “Permitted Industrial and Provident Society”** an industrial and provident society which has a restriction on the use of its assets in accordance with Regulation 4 of the Community Benefit Societies (Restriction on Use of Assets) Regulations 2006 or Regulation 4 of the Community Benefit Societies (Restriction on Use of Assets) Regulations (Northern Ireland) 2006;
- 1.23 “Proxy Notice”** has the meaning given in Article 42;
- 1.24 “the Regulator”** means the Regulator of Community Interest Companies;
- 1.25 “Secretary”** the secretary of the Company (if any);
- 1.26 “specified”** means specified in the memorandum and articles of association of the Company for the purposes of this paragraph;
- 1.27 “subsidiary”** has the meaning given in section 1159 of the Companies Act 2006;
- 1.28 “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; and
- 1.29 “Writing”** the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise.
2. Subject to clause 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.
3. Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles become binding on the Company.