

Please note that no liability for any loss or damage arising from the use of the model special resolutions will be accepted by the Regulator, her staff or her legal advisors

## THE COMPANIES ACT 2006

### SPECIAL RESOLUTION

#### Conversion from an "ordinary" limited company to a community interest company

Company type COMPANY LIMITED BY GUARANTEE

Company no 2789792

Company name Social Enterprise Works

At a general meeting of the above company, duly convened and held at St Werburghs Community Centre, Horley Road, Bristol BS2 9TJ

On 6 June 2011 the following resolution was passed as a special resolution

#### RESOLUTION

That The following be added to the company's articles of association

- 1) 2 1 Social Enterprise Works C I C

"The company is to be a community interest company "

- 2) The company's name be changed to Social Enterprise Works C I C

- 3) The company's articles of association be altered so as to take the form of the articles of association attached to this resolution, in substitution for, and to the exclusion of, any articles of association of the company previously registered with the Registrar of Companies

*Timothy McElhiney*

CHAIRMAN

*9 June 2011*

DATE



A25

08/07/2011

73

COMPANIES HOUSE

**CIC 37****Declarations on Conversion to a  
Community Interest Company<sup>1</sup>**

*Please  
complete in  
typescript,  
or in bold  
black  
capitals.*

**Company Number** 2789792

**Company Name in full** Social Enterprise Works

**Proposed Company  
Name in full** Social Enterprise Works

~~Community Interest Company/C.I.C~~ (delete as appropriate)

**SECTION A: COMMUNITY INTEREST STATEMENT – beneficiaries**

- 1 We/I, the undersigned, declare that the company will carry on its activities for the benefit of the community, or a section of the community<sup>2</sup>. [Insert a short description of the community, or section of the community, which it is intended that the company will benefit in the space provided below ]<sup>3</sup>

*The company's activities will provide benefit to ...*

the social enterprise practitioner community in Bristol and the South West and to those who benefit from social enterprise activities which specifically endeavour to alleviate poverty, reduce social exclusion and improve people's quality of life.

**COMPANY NUMBER** 2789792

**SECTION B: Community Interest Statement – Activities & Related Benefit**

Please indicate how it is proposed that the company's activities will benefit the community, or a section of the community. Please provide as much detail as possible to enable the CIC Regulator to make an informed decision about whether your company is eligible to become a community interest company.

<b>Activities</b> (Tell us here what the company is being set up to do)	<b>How will the activity benefit the community?</b> (The community will benefit by )
To provide business advice to those setting up social enterprises	Provision of specialised business advice from practitioners experienced in the field of social enterprise will offer the most appropriate support for those starting out in social enterprise. The rise in the number of social enterprises creating social benefit through their trading activity will contribute to the overall quality of life of the communities that they serve.
To support the development and growth of social enterprises and to social enterprise leaders at key points of change	Provision of in-depth support, advice and mentoring will give social enterprises and their leaders the tools they need to ensure that their enterprises are successful and sustainable. These social enterprises are then better positioned to provide social benefit for the communities they serve in the long-term.
If the company makes any surplus it will be used for <sup>4</sup> . It will be reinvested back into the company to ensure sustainability, in the development of skilled staff to deliver the activities and to ensure that these are affordable and accessible.	

(Please continue on separate continuation sheet if necessary.)

# CIC36/CIC37

## Continuation Sheet

**COMPANY NUMBER** 2789792

### SECTION B: COMPANY ACTIVITIES – CONTINUATION SHEET

*Please indicate how it is proposed that the company's activities will benefit the community (or a section of the community). Please provide as much detail as possible to enable the Regulator to make a properly informed decision about whether your company is eligible to be a community interest company. We would find it useful if you brought out how you think your company will be different from a commercial company providing similar services or products for individual, personal gain.*

<b>Activities</b> (Tell us here what the company is being set up to do)	<b>How will the activity benefit the community?</b> (The community will benefit by )
Networking, resource development and training	Business to business networking will enable the social enterprise community to build mutually supporting links. Learning opportunities through the development of appropriate tools and resources and a broad based range of training opportunities will develop the skills of practitioners in the social enterprise community.
Developing partnerships	Through active promotion of partnership working, the social enterprise sector will develop models of delivery that represent best value for high quality services thereby ensuring that social benefit is created for communities.

<b>Activities</b> (Tell us here what the company is being set up to do)	<b>How will the activity benefit the community?</b> <i>(The community will benefit by )</i>
<p>If the company makes any surplus it will be used for</p> <p>It will be reinvested back into the company to ensure sustainability, in the development of skilled staff to deliver the activities and to ensure that these are affordable and accessible.</p>	

**COMPANY NUMBER**

2789792

**SECTION C: Declarations on conversion to a community interest company**

**Declaration 1**

We/I, the undersigned, declare and understand that the company in respect of which this application is made:

(a) cannot be an incorporated charity and a community interest company<sup>5</sup>

AND;

(b) if we are an existing incorporated charity that we have been given written consent from the Charity Commission or the Scottish Charity Regulator<sup>6</sup> to the company's conversion to a community interest company

**Declaration 2**

We/I, the undersigned, declare that the company in respect of which this application is made will not be:

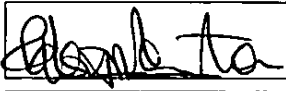
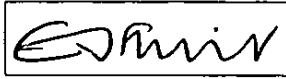
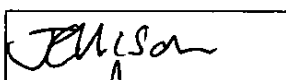
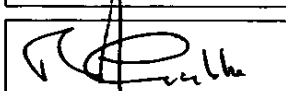
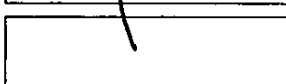
(a) a political party;

(b) a political campaigning organisation; or

(c) a subsidiary of a political party or of a political campaigning organisation.<sup>7</sup>

**SECTION D: SIGNATORIES**

**Each person who is a director of the company must sign the declarations.**

Signed		Date	9/6/11
Signed		Date	13/6/11
Signed		Date	15/06/11
Signed		Date	21/06/11
Signed		Date	

(Please continue on separate continuation sheet if necessary.)

## **CHECKLIST**

This form must be accompanied by the following documents:

- (a) Special resolution stating the company should become a community interest company.
- (b) Special resolution to alter the company's articles to state that it is to be a community interest company
- (c) Special resolution make such alterations of the company's articles as the company considers necessary to comply with requirements imposed by section 32 of the Act and Part 3 of the Regulations or which are otherwise appropriate in connection with becoming a community interest company
- (d) Special resolution to change the company's name to comply with section 33 of the Act
- (e) Form NM01- Notice of change of name
- (f) A printed copy of the articles of the company as altered by the special resolutions
- (g) Any completed continuation sheets
- (h) A cheque for £25 made payable to Companies House.

You do not have to give any contact information in the box opposite but if you do, it will help the Registrar of Companies to contact you if there is a query on the form. The contact information that you give will be visible to searchers of the public record.

Elaine Flint	
Social Enterprise Works, UWE Ventures, Bush House	
72, Prince Street,	
Bristol BS1 4QD	Tel 0117 3286109
DX Number	DX Exchange

## **When you have completed and signed the form please send it to the Registrar of Companies at:**

*For companies registered in England and Wales:* Companies House, Crown Way, Cardiff, CF14 3UZ  
DX 33050 Cardiff

*For companies registered in Scotland:* Companies House, 4<sup>th</sup> Floor, Edinburgh Quay 2, 139  
Fountainbridge, EH3 9FF DX 235 Edinburgh

*For companies registered in Northern Ireland:* Companies House, 2nd Floor, The Linenhall, 32-38  
Linenhall Street, Belfast, BT2 8BG

## **NOTES**

<sup>1</sup> This form will be placed on the public record. Any information relevant to the application that you do not wish to appear on the public record, should be described in a separate letter addressed to the CIC Regulator and delivered to the Registrar of Companies with the other documents

<sup>2</sup> The community interest test is referred to in section 35 of the Companies (Audit, Investigations and Community Enterprise) Act 2004 and is expanded upon in regulations 3, 4 & 5 of the Regulations.

<sup>3</sup> E.g. "the residents of Oldtown" or "those suffering from XYZ disease".

<sup>4</sup> It is expected that surpluses will be primarily used to benefit the community or be reinvested into the company to promote its aims rather than for the personal gain of shareholders and/or directors.

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<sup>5</sup> A community interest company cannot benefit from charitable status. An existing company which wishes to become a community interest company must either not have charitable status or must satisfy the criteria set out in section C declaration 2(b).

<sup>6</sup> A Scottish charitable company is a company, which is a Scottish charity. A Scottish charity is a body entered in the Scottish Charity register, kept by the Office of the Scottish Charity Regulator under the Charities and Trustee Investment (Scotland) Act 2005.

<sup>7</sup> A company is not eligible to be formed as a community interest company if it will be an "excluded company". If you are not sure whether the company which you wish to form falls into any of these categories, you should refer to the definitions of the terms "political party", "political campaigning organisation" and "subsidiary" (and of the related terms "election", "governmental authority", "public authority" and "referendum") in Regulation 2 of the Regulations before completing this form.



The Companies Act 2006

Community Interest Company Limited by Guarantee

**Articles of Association  
of  
SOCIAL ENTERPRISE WORKS C.I.C.**

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**The Companies Act 2006**  
**Community Interest Company Limited by Guarantee**

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**The Companies Act 2006**  
**Articles of Association**  
**of**  
**SOCIAL ENTERPRISE WORKS C.I.C.**

**INTERPRETATION**

**1 DEFINITIONS AND INTERPRETATION**

1.1 In the Articles, unless the context requires otherwise, the following terms shall have the following meanings

**"Address"** includes a number or address used for the purposes of sending or receiving Documents by Electronic Means,

**"Articles"** means the Company's articles of association,

**"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,

**"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,

**"Chair"** has the meaning given in Article 11,

**"Circulation Date"** in relation to a written resolution, has the meaning given to it in the Companies Acts,

**"Clear Days"** means, 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,

**"community"** is to be construed in accordance with accordance with Section 35(5) of the Company's (Audit) Investigations and Community Enterprise) Act 2004,

**"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,

**"Company"** means Social Enterprise Works C I C a Community Interest Company registered in England and Wales with company number 02789792,

**"Conflict of Interest"** means 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,

**"Director"** means a director of the Company, and includes any person occupying the position of director (including both the Executive Directors and the Non-Executive Directors), by whatever name called,

**"Document"** includes, unless otherwise indicated, any document sent or supplied in Electronic Form,

**"Electronic Form"** and **"Electronic Means"** have the meanings respectively given to them in Section 1168 of the Companies Act 2006,

**"Employee"** means an employee of the Company and has the meaning given in section 230 of the Employment Rights Act 1996,

**"Executive Director"** means any director appointed in accordance with clause 24 2,

**"Hard Copy Form"** has the meaning given to it in the Companies Act 2006,

**"Non-Executive Director"** means any director appointed in accordance with clause 24 3,

**"participate"** in relation to a Directors' meeting, has the meaning given in Article 15,

**"Permitted Industrial and Provident Society"** means 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,

**"the Regulator"** means the Regulator of Community Interest Companies,

**"Secretary"** means the secretary of the Company (if any),

**"specified"** means specified in the Articles,

**"subsidiary"** has the meaning given in section 1159 of the Companies Act 2006,

**"transfer"** means 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

**"Writing"** means 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

1 2 Subject to clause 1 3, 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

1 3 Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Acts as in force on the date when these Articles become binding on the Company

## **COMMUNITY INTEREST COMPANY AND ASSET LOCK**

### **2 COMMUNITY INTEREST COMPANY**

2 1 The Company is to be a community interest company

### **3 REGISTERED OFFICE**

3 1 The registered office of the Company is to be situated in England

### **4 ASSET LOCK**

4 1 The Company shall not transfer any of its assets other than for full consideration

4 2 Provided the conditions in Article 4 3 are satisfied, Article 4 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

4 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

4 4 If

(a) the Company is wound up under the Insolvency Act 1986, and

(b) all its liabilities have been satisfied,

any residual assets shall be given or transferred to the asset-locked body specified in Article 4 5 below

4 5 For the purposes of this Article 4, the following asset-locked body is specified as a potential recipient of the Company's assets under Articles 4 2 and 4 4

(a) Name [ ]

(b)

(c) Charity Registration Number (if applicable) [ ]

(d) Company Registration Number (if applicable) [ ]

(e) Registered Office [ ]

## **5 NOT FOR PROFIT**

(a) The Company is not established or conducted for private gain any profits or assets are used principally for the benefit of the community

## **OBJECTS, POWERS AND LIMITATION OF LIABILITY**

### **6 OBJECTS**

6 1 The objects of the Company are to promote, encourage and assist the development of social enterprise activities, which specifically endeavour to alleviate poverty, reduce social exclusion and improve people's quality of life

### **7 POWERS**

7 1 To further its objects the Company may do all such lawful things as may further the Company's objects and, in particular, but, without limitation, may borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds

### **8 LIABILITY OF MEMBERS**

8 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

(a) payment of the Company's debts and liabilities contracted before he or she ceases to be a member,

(b) payment of the costs, charges and expenses of winding up, and

(c) adjustment of the rights of the contributories among themselves

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## **DIRECTORS' POWERS AND RESPONSIBILITIES**

### **9 DIRECTORS' GENERAL AUTHORITY**

- 9 1 Subject to the Articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company

### **10 MEMBERS' RESERVE POWER**

- 10 1 The members may, by special resolution, direct the Directors to take, or refrain from taking, specific action
- 10 2 No such special resolution invalidates anything which the Directors have done before the passing of the resolution

### **11 CHAIR**

- 11 1 The Directors may appoint one of the Non-Executive Directors 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

### **12 DIRECTORS MAY DELEGATE**

- 12 1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles or the implementation of their decisions or day to day management of the affairs of the Company
- (a) to such person or committee,
  - (b) by such means (including by power of attorney),
  - (c) to such an extent,
  - (d) in relation to such matters or territories, and
  - (e) on such terms and conditions,
- as they think fit
- 12 2 If the Directors so specify, any such delegation of this power may authorise further delegation of the Directors' powers by any person to whom they are delegated
- 12 3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions

## **DECISION MAKING BY DIRECTORS**

### **13 DIRECTORS TO TAKE DECISIONS COLLECTIVELY**

- 13 1 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 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
- (a) all the Directors agree, or
  - (b) 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
- (a) the place, day and time of the meeting, and
  - (b) 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 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
- (a) the meeting has been called and takes place in accordance with the Articles, and
  - (b) 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' MEETINGS**
- 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 may be fixed from time to time by a decision of the Directors, but it must never be less than two, and unless otherwise fixed it is two including at least one Executive Director and one Non-Executive Director
- 16 3 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
- (a) to appoint further Directors, or
  - (b) to call a general meeting so as to enable the members to appoint further Directors
- 17 CHAIRING OF DIRECTORS' MEETINGS**
- 17 1 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 MEETINGS**
- 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



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## **19 DECISIONS WITHOUT A MEETING**

- 19 1 The Directors may take a unanimous decision without a Directors' meeting in accordance with this Article 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:
- (a) 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,
  - (b) 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,
  - (c) the date of the decision shall be the date of the communication from the Recipient confirming formal approval,
  - (d) the Recipient must prepare a minute of the decision in accordance with Article 35.

## **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:
- (a) remain only for such part of the meeting as in the view of the other Directors is necessary to inform the debate,
  - (b) not be counted in the quorum for that part of the meeting, and
  - (c) 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:
- (a) in relation to the decision to authorise a Conflict of Interest, the conflicted Director must comply with Article 20 3,

- (b) 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,
  - (c) 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**

- 22 1 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 NUMBER OF DIRECTORS**

- 23 1 At no time shall the Company have more than six directors No more than two Directors shall be Executive Directors The remainder shall be Non-Executive Directors

### **24 METHODS OF APPOINTING DIRECTORS**

- 24 1 Subject to the provisions of Article 23, this Article 24 and Article 26, any member who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director by a decision of the Directors
- 24 2 Any member who is an Employee and who is willing to act as a Director, and is permitted by law to do so, may, subject to the provisions of the Articles, be appointed to be an Executive Director by a decision of the Directors For so long as the Company has no more than two Employees, all the Employees shall be the Executive Directors
- 24 3 Any member who is not an Employee, who is willing to act as a Director, and is permitted by law to do so may, subject to the provisions of the Articles, be appointed to be a Non-Executive Director by a decision of the Directors

### **25 TERMINATION OF DIRECTOR'S APPOINTMENT**

- 25 1 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 Act 2006, 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) the Directors reasonably believe he or she is suffering from mental disorder and incapable of acting and they resolve that he or she be removed from office,
- (e) 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), or
- (f) the Director fails to attend three consecutive meetings of the Directors and the Directors resolve that the Director be removed for this reason,
- (g) the Director ceases to be a member or ceases to be an Employee (as appropriate)

## **26 ROTATION OF DIRECTORS**

- 26 1 Each year, within two months following the anniversary of the date of the adoption of the Articles the Directors shall hold a meeting of the Directors whereby the business regarding the rotation of directors set out in Articles 26 2 to 26 4 shall be considered (a "**Rotation Meeting**")
- 26 2 At any Rotation Meeting, the current Non-Executive Directors shall retire, with effect from the end of that Rotation Meeting Prior to that Rotation Meeting, the members shall have nominated by written resolution, or by a decision in general meeting, up to four members (who are not Employees) to replace the retiring Non-Executive Directors (the "**Nominated Members**") At the Rotation Meeting, the Directors shall ratify the decision of the members and appoint the Nominated Members to be the Non-Executive Directors, with effect from the end of the Rotation Meeting Non-Executive Directors retiring at any Rotation Meeting shall be eligible for re-appointment
- 26 3 If on the date of any Rotation Meeting, the Company has no more than two Employees, those Employees shall continue to be the Executive Directors of the Company and shall not be required to retire at any Rotation Meeting
- 26 4 If on the date of any Rotation Meeting, the Company has more than two Employees, then at that Rotation Meeting the Executive Directors shall retire, with effect from the end of that Rotation Meeting Prior to that Rotation Meeting, the Employees shall have nominated (by a decision made between them) two Employees to replace the retiring Executive Directors (the "**Nominated Employees**") At the Rotation Meeting, the Directors shall ratify the decision of the Employees and appoint the Nominated Employees to be the Executive Directors of the Company, with effect from the end of that meeting Executive Directors retiring at any Rotation Meeting shall be eligible for re-appointment

## **27 DIRECTORS' REMUNERATION**

- 27 1 Directors may undertake any services for the Company that the Directors decide
- 27 2 Directors are entitled to such remuneration as the Directors determine
- (a) for their services to the Company as Directors, and
  - (b) for any other service which they undertake for the Company
- 27 3 Subject to the Articles, a Director's remuneration may
- (a) take any form, and

- (b) 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

27 4 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day

27 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

## **28 DIRECTORS' EXPENSES**

28 1 The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at

28 2 meetings of Directors or committees of Directors,

28 3 general meetings, or

28 4 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

## **BECOMING AND CEASING TO BE A MEMBER**

### **29 BECOMING A MEMBER**

29 1 The subscribers to the memorandum are the first members of the Company

29 2 Such other persons as are admitted to membership in accordance with the Articles shall be members of the Company

29 3 Only members and Employees of the Company are eligible to be Directors

29 4 No person shall be admitted a member of the Company unless he or she is approved by the Directors

29 5 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

### **30 TERMINATION OF MEMBERSHIP**

30 1 Membership is not transferable to anyone else

30 2 Membership is terminated if

- (a) the member dies or ceases to exist, or
- (b) otherwise in accordance with the Articles

## **DECISION MAKING BY MEMBERS**

### **31 MEMBERS' MEETINGS**

31 1 The Directors may call a general meeting at any time

31 2 General meetings must be held in accordance with the provisions regarding such meetings in the Companies Acts

31 3 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

31 4 Article 31 3 shall not prevent a person who is a proxy for a member or a duly authorised representative of a member from voting at a general meeting of the Company

## **32 WRITTEN RESOLUTIONS**

32 1 Subject to Article 32 3, a written resolution of the Company passed in accordance with this Article 32 shall have effect as if passed by the Company in general meeting

(a) 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

(b) 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

32 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

32 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

32 4 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

32 5 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

(a) If the Document is sent to the Company in Hard Copy Form, it is authenticated if it bears the member's signature

(b) If the Document is sent to the Company by Electronic Means, it is authenticated if it bears the member's signature or if the identity of the member is confirmed in a manner agreed by the Directors or if it is from an email Address notified by the member to the Company for the purposes of receiving Documents or information by Electronic Means

32 6 A written resolution is passed when the required majority of eligible members have signified their agreement to it

32 7 A proposed written resolution lapses if it is not passed within 28 days beginning with the circulation date

## **ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS**

### **33 MEANS OF COMMUNICATION TO BE USED**

33 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

33 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

33 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

#### **34 IRREGULARITIES**

34 1 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

#### **35 MINUTES**

35 1 The Directors must cause minutes to be made in books kept for the purpose

- (a) of all appointments of officers made by the Directors,
- (b) of all resolutions of the Company and of the Directors (including, without limitation, decisions of the Directors made without a meeting), and
- (c) of all proceedings at meetings of the Company and of the Directors, and of committees of Directors, including the names of the Directors present at each such meeting,

and any such minute, if purported to be signed (or in the case of minutes of Directors' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Director of the Company, be sufficient evidence of the proceedings

35 2 The minutes must be kept for at least ten years from the date of the meeting, resolution or decision

#### **36 RECORDS AND ACCOUNTS**

36 1 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

- (a) annual reports,
- (b) annual returns, and
- (c) annual statements of account

36 2 Except as provided by law or authorised by the Directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or Documents merely by virtue of being a member

#### **37 INDEMNITY**

37 1 Subject to Article 37 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

37 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

37 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

### **38 INSURANCE**

38 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

38 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

### **39 EXCLUSION OF MODEL ARTICLES**

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



## **Certificate of Incorporation on becoming a Community Interest Company**

**Company No. 2789792**

The Registrar of Companies for England and Wales hereby certifies that:

**SOCIAL ENTERPRISE WORKS**

has by special resolution changed its name; is now a Community Interest Company; and is incorporated under the name of:

**SOCIAL ENTERPRISE WORKS C.I.C.**

Given at Companies House, Cardiff, the 26th July 2011



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES