



**CERTIFICATE OF INCORPORATION  
OF A PRIVATE LIMITED COMPANY**

Company No. 4073825

The Registrar of Companies for England and Wales hereby certifies that  
FARMERS MARKET NETWORK RHWYDWAITH MARCHNAD  
FFERMWYR CYF.

is this day incorporated under the Companies Act 1985 as a private  
company and that the company is limited.

Given at Companies House, Cardiff, the 18th September 2000



\*N04073825G\*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



C O M P A N I E S H O U S E



\*F010W010\*

Cwblhewch mewn teipysgrif,  
neu mewn priflythrennau eglur.  
Please complete in typescript,  
or in bold block capitals.

Ceir nodiadau cwblhau ar y tudalen olaf  
Notes on completion appear on final page

10CYM

Cyfarwyddwyr cyntaf ac ysgrifennydd, ynghyd â darpar  
leoliad y swyddfa gofrestredig  
First directors and secretary and intended situation of  
registered office

4073825

Enw llawn y Cwmni

FARMERS MARKET NETWORK  
RHWYDWAITH MARCHNAD FFERMWYR CYF.

Company Name in full

Darpar Swyddfa Gofrestredig

(Ni dderbynnir rhifau Blwch Post yn unig)

GREENHOUSE  
TREVELYAN TERRACE, HIGH STREET

Proposed Registered Office

(PO Box numbers only, are not acceptable)

Tref bost

BANGOR

Post town

Sir/  
Rhanbarth

GWYNEDD

County /  
Region

Côd post

LL57 1AX

Postcode

Os trosglwyddir y memorandwn gan gynrychiolydd ar ran  
tanysgriwiwr/-wyr y memorandwm, marcwch y blwch  
gyferbyn a rhwch enw a chyfeiriad y cynrychiolydd.



If the memorandum is delivered by an agent for the  
subscriber(s) of the memorandum mark the box opposite  
and give the agent's name and address.

Enw'r Cynrychiolydd

THE WALES CO-OPERATIVE CENTRE

Agent's Name

Cyfeiriad

LLANDAF COURT  
FAIRWATER ROAD

Address

Tref bost

CARDIFF

Post town

Sir

County

Côd post

CFS 2XP

Postcode

Nifer y dalennau parhad a gyplysir

2

Number of continuation sheets attached

Rhowch enw, cyfeiriad, rhif telefon,  
ac os oes un ar gael, rhif a  
Chyfnwidfa DX y person y dylai  
Tŷ'r Cwmnïau gysylltu ag  
ef/â hi os bydd ymholiad.


Please give the name, address,  
telephone number and, if available,  
a DX number and Exchange of the  
person Companies House should  
contact if there is any query.

Teleffon

Telephone

Rhif DX

DX number

Cyfnwidfa DX

DX exchange

--

--

--

A07  
COMPANIES HOUSE0131  
13/09/00

Wedi cwblhau a llofnodi'r ffurflen, anfonwch hi at y Cofrestrydd Cwmnïau yn:

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

Tŷ'r Cwmnïau, Ffordd y Goron, Caerdydd CF4 3UZ DX 33050 Caerdydd

Companies House, Crown Way, Cardiff CF4 3UZ DX 33050 Cardiff

**Ysgrifennydd y Cwmni**

(Gweler nodyn 1 - 5)

**Company Secretary**

(See note 1 - 5)

Enw'r Cwmni	FARMERS' MARKET NETWORK RHWIDWAITH MARCHNAD FFERMIER CYF		Company name
Enw	* Dull / Teitl	MRS	* Style / Title
	* Anrhydeddau etc		* Honours etc
* Manylion gwirfoddol		JOANNA MARTIN	Forename(s)
	Enwau cyntaf	ROBERTSON	Surname
	Cyfenw	-	Previous forename(s)
	Enwau cyntaf blaenorol	-	Previous surname(s)
	Cyfenwau blaenorol	TIDDYDIN ADDA LLAHDODANIEL	Usual residential address
		GARWEL YNYS MON	For a corporation, give the registered or principal office address.
	Tref bost	GARWEL	Post town
	Sir	YNYS MON	County
	Côd post Postcode	LL606HB	Gwlad Country
		WALES	

Cytunaf i weithredu'n ysgrifennydd i'r cwmni a enwyd ar dudalen 1

I consent to act as secretary of the company named on page 1

**Llofnod caniatâd**  
**Consent signature****Dyddiad**  
**Date**

20 MARCH 2000

**Cyfarwyddwyr**  
(Gweler nodyn 1 - 5)

Rhestrwch y cyfarwyddwyr yn nhrefn yr wyddor.

**Directors**

(See note 1 - 5)

Please list directors in alphabetical order.

Enw	* Dull / Teitl	* Style / Title	Dydd Day	Mis Month	Blwyddyn Year	Name	
	* Anrhydeddau etc	* Honours etc	Dyddiad geni †	7	5	57	Date of birth †
	Enwau cyntaf	JOANNA ELIZABETH	Forenames				
	Cyfenw	DAVIDSON	Surname				
	Enwau cyntaf blaenorol	-	Previous forename(s)				
	Cyfenwau blaenorol	GARDNER	Previous surname(s)				
<b>Cyfeiriad</b>		PANDY TREBAN	Address				
<b>Cyfeiriad preswyl arferol</b>		BYNGWOLAN	Usual residential address				
Ar gyfer corfforaeth, rhwch gyfeiriad y swyddfa gofrestredig neu'r brif swyddfa.			For a corporation, give the registered or principal office address.				
	Tref bost	HOLYHEAD	Post town				
	Sir	YNYS MON	County				
	Côd post Postcode	LL653YW	Gwlad Country			WALES	
	Cenedligrwydd	ENGLISH	Nationality				
	Galwedigaeth fusnes	GROWER	Business occupation				
	Safleoedd eraill fel cyfarwyddwr		Other directorships				

Cytunaf i weithredu'n gyfarwyddwr i'r cwmni a enwyd ar dudalen 1

I consent to act as director of the company named on page 1

**Llofnod caniatâd**  
**Consent signature****Dyddiad**  
**Date**

20 MARCH 2000

Enw

\* Dull / Teitl

MR

\* Style / Title

Dydd  
DayMis  
MonthBlwyddyn  
Year

Name

\* Anrhyddedau etc

\*Honours etc Dyddiad geni +

31

05

44

Date of birth +

Enwau cyntaf

ROGER

Forenames

\* Manylion gwirfoddol

Cyfenw

FOREMAN

Surname

\* Voluntary details

Enwau cyntaf  
blaenorol

Previous forename(s)

Cyfenwau  
blaenorol

Previous surname(s)

## Cyfeiriad

## Cyfeiriad preswyl arferol

Ar gyfer corfforaeth, rhwch  
gyfeiriad y swyddfa gofrestredig  
neu'r brif swyddfa.

YSGUBOR BACH, Ffordd CERRIG MAWR

## Address

CAERGEILIUG

## Usual residential address

For a corporation, give the  
registered or principal office  
address.

Tref bost

HOLYHEAD

Post town

Sir

YNYS MON

County / Region

Côd post  
Postcode

LL65 3LU

Cenedligrwydd

BRITISH

Nationality

Galwedigaeth fusnes

SMALLHOLDER

Business occupation

Safleoedd eraill fel cyfarwyddwr

Other directorships

Cytunaf i weithredu'n gyfarwyddwr i'r cwmni a enwyd ar dudalen 1

I consent to act as director of the company named on page 1

Llofnod caniatâd  
Consent signature

Roger Foreman

Dyddiad  
Date

20-03-'00

Rhaid llofnodi'r adran hon

This section must be signed by

Naill ai gan  
gynrychiolydd ar ran pob tanysgrifiwrEither  
an agent on behalf of all subscribersLlofnodwyd  
Signed

[Signature]

Dyddiad  
Date

20.3.00.

Neu gan y tanysgrifwyr (h.y. y rhai a lofnododd fel aelodau  
ar y memorandwm cymdeithasiad).Or the subscribers (ie those who signed as members on the  
memorandum of association).Llofnodwyd  
SignedDyddiad  
DateLlofnodwyd  
SignedDyddiad  
DateLlofnodwyd  
SignedDyddiad  
DateLlofnodwyd  
SignedDyddiad  
DateLlofnodwyd  
SignedDyddiad  
DateLlofnodwyd  
SignedDyddiad  
Date

## Nodiadau

1. Nodwch enw(au) cyntaf llawn NID BLAENLYTHRENNAU a chyfenw pob unigolyn, ynghyd ag unrhyw enw(au) cyntaf neu gyfenw(au) blaenorol.

Os corfforaeth neu gwmni yn yr Alban tw'r cyfarwyddwr neu'r ysgrifennydd, nodwch enw'r gorfforaeth neu'r cwmni ar y llinell ar gyfer cyfenw.

Rhowch enw(au) cyntaf neu gyfenw(au) blaenorol ac eithrio:

- yn achos gwraig briod, nad oes angen nodi ei henw cyn priodi,
- nad oes angen nodi enwau na ddefnyddiwyd mohonynt oddi ar gyraedd 18 oed neu ers o leiaf 20 mlynedd.

Caiff pendefig, neu unigolyn a adwaenir fel arfer yn ôl teitl Prydeinig, nodi'r teitl yn lle'r enw(au) cyntaf a'r cyfenw, neu'n ychwanegol atynt, ac nid oes angen rhoi enw'r person hwnnw cyn iddo/iddi fabwysiadu neu etifeddu'r teitl.

Cyfeiriad:

Rhowch y cyfeiriad preswyl arferol.

Yn achos corfforaeth neu gwmni yn yr Alban, rhowch y swyddfa gofrestredig neu'r brif swyddfa.

## Tanysgrifwyr:

Rhaid i'r ffurflen gael ei llofnodi naill ai'n bersonol gan y tanysgrifiwr/-wyr neu gan berson neu bersonau a awdurdodwyd i lofnodi ar ran y tanysgrifiwr/-wyr.

2. Cyfarwyddwyr a adwaenir yn ôl disgrifiad arall:

- Mae cyfarwyddwr yn cynnwys unrhyw berson sy'n dal y safle hwnnw, hyd yn oed os rhoir arno/arni ryw enw arall, er enghraifft, llywodraethwr, aelod cyngor.

3. Manylion cyfarwyddwyr:

- Nodwch ar gyfer pob cyfarwyddwr unigol ei ddyddiad geni, galwedigaeth fusnes a chenedligrwydd y cyfarwyddwr geni. **Rhaid rhoi'r dyddiad geni ar gyfer pob cyfarwyddwr unigol.**

4. Safleoedd eraill fel cyfarwyddwr:

- Rhowch enw pob cwmni y mae'r person dan sylw yn gyfarwyddwr iddo neu wedi bod yn gyfarwyddwr yno unrhyw bryd yn ystod y 5 mlynedd diwethaf. Cewch hepgor cwmni **sydd neu a oedd bob amser yn ystod y 5 mlynedd diwethaf** pan wasanaethai'r person fel cyfarwyddwr:

- yn segur,

- Yn brif gwmni'n meddu'n llwyr ar y cwmni sy'n llenwi'r ffurflen,

- yn is-gwmni wedi ei lwyrfeddiannu gan y cwmni sy'n llenwi'r ffurflen, neu

- yn is-gwmni arall wedi ei lwyrfeddiannu gan yr un prif gwmni.

Os nad oes digon o le ar y ffurflen i gynnwys safleoedd eraill fel cyfarwyddwr, cewch ddefnyddio dalen ar wahân, a ddylai gynnwys rhif y cwmni ac enw llawn y cyfarwyddwr.

5. Defnyddiwch ddalenni parhad Ffurflen 10 neu gopiau llun o dudalen 2 i roi manylion am gydysgrifenyddion neu gyfarwyddwyr ychwanegol, a chynhwyswch enw'r cwmni.

## Notes

1. Show for an individual the full forename(s) NOT INITIALS and surname together with any previous forename(s) or surname(s).

If the director or secretary is a corporation or Scottish firm - show the corporate or firm name on the surname line.

Give previous forename(s) or surname(s) except that:

- for a married woman, the name by which she was known before marriage need not be given,
- names not used since the age of 18 or for at least 20 years need not be given.

A peer, or an individual known by a title, may state the title instead of or in addition to the forename(s) and surname and need not give the name by which that person was known before he or she adopted the title or succeeded to it.

Address:

Give the usual residential address.

In the case of a corporation or Scottish firm give the registered or principal office.

## Subscribers:

The form must be signed personally either by the subscriber(s) or by a person or persons authorised to sign on behalf of the subscriber(s).

2. Directors known by another description:

- A director includes any person who occupies that position even if called by a different name, for example, governor, member of council.

3. Directors details:

- Show for each individual director the director's date of birth, business occupation and nationality.

**The date of birth must be given for every individual director.**

4. Other directorships:

- Give the name of every company of which the person concerned is a director or has been a director at any time in the past 5 years. You may exclude a company which either **is or at all times during the past 5 years** when the person was a director **was**:

- dormant,

- a parent company which wholly owned the company making the return,

- a wholly owned subsidiary of the company making the return, or

- another wholly owned subsidiary of the same parent company.

If there is insufficient space on the form for other directorships you may use a separate sheet of paper, which should include the company's number and the full name of the director.

5. Use Form 10 continuation sheets or photocopies of page 2 to provide details of joint secretaries or additional directors and include the company's number.



1. The first part of the document is a list of names and addresses of the members of the committee. The names are listed in alphabetical order, and the addresses are listed below each name. The list includes the names of the members of the committee, the names of the members of the sub-committee, and the names of the members of the advisory committee. The addresses are listed in the same order as the names.

Enw

\* Dull / Teitl

MRS

\* Style / Title

Dydd  
DayMis  
MonthBlwyddyn  
Year

Name

\* Anrhydeddau etc

\*Honours etc Dyddiad geni +

18 01 50

Date of birth +

Enwau cyntaf

JOHANNA MARTIN

Forenames

\* Manylion gwirfoddol

Cyfenw

ROBERTSON

Surname

\* Voluntary details

Enwau cyntaf  
blaenorol

-

Previous forename(s)

Cyfenwau  
blaenorol

-

Previous surname(s)

## Cyfeiriad

## Cyfeiriad preswyl arferol

Ar gyfer corfforaeth, rhwch  
gyfeiriad y swyddfa gofrestredig  
neu'r brif swyddfa.

TYDDYTH ADDA

## Address

LLANDDANIEL

## Usual residential address

For a corporation, give the  
registered or principal office  
address.

Tref bost

GAERWEN

Post town

Sir

TYNS MON

County / Region

Côd post

Postcode

LL60 6HB

Cenedligrwydd

BRITISH

Nationality

Galwedigaeth fusnes

ENVIRONMENTAL CONSERVATION

Business occupation

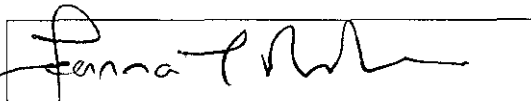
Safleoedd eraill fel cyfarwyddwr

HOME

Other directorships

Cytunaf i weithredu'n gyfarwyddwr i'r cwmni a enwyd ar dudalen 1

I consent to act as director of the company named on page 1

Llofnod caniatâd  
Consent signatureDyddiad  
Date

20 MARCH 2000

Rhaid llofnodi'r adran hon

This section must be signed by

Naill ai gan  
gynrychiolydd ar ran pob tanysgrifiwrEither  
an agent on behalf of all subscribersLlofnodwyd  
SignedDyddiad  
DateNeu gan y tanysgrifwyr (h.y. y rhai a lofnododd fel aelodau  
ar y memorandwm cymdeithasiad).Or the subscribers (ie those who signed as members on the  
memorandum of association).Llofnodwyd  
SignedDyddiad  
DateLlofnodwyd  
SignedDyddiad  
DateLlofnodwyd  
SignedDyddiad  
DateLlofnodwyd  
SignedDyddiad  
DateLlofnodwyd  
SignedDyddiad  
DateLlofnodwyd  
SignedDyddiad  
Date





12CYM

Cwblhewch mewn teipysgrif,  
neu mewn priflythrennau eglur.  
Please complete in typescript,  
or in bold block capitals.

Datganiad wrth wneud cais am gofrestrriad

Declaration on application for registration

Enw llawn y Cwmni FARMERS MARKET Company Name in full  
NETWORK RHWYD HATH MARCHNAD  
FFERTHWYR CYF

Yr wyf fi, JOHANNA MARTIN ROBERTSON,o THORNHALL, LLANIDODAHL of  
GARWEN, TINTS MOUNT LLEWELLYN

yn datgan yn ddifrifddwys ac yn ddifffuant fy mod yn [Gyfreithiwr yn  
ymgymryd â ffurfio'r cwmni] [person a enwyd fel cyfarwyddwr neu  
ysgrifennydd i'r cwmni yn y datganiad a drosglwyddwyd i'r  
Cofrestrwydd o dan adran 10 o Ddeddf Cwmnïau 1985]† ac y  
cydymffurfiwyd â holl ofynion Deddf Cwmnïau 1985 gyda golwg ar  
gofrestru'r cwmni uchod, ynghyd â phob mater sy'n gysylltiedig â  
hynny ac yn ei ragflaenu.

† Dileer yn ôl yr angen

do solemnly and sincerely declare that I am a [Solicitor engaged in  
the formation of the company] [person named as director or  
secretary of the company in the statement delivered to the Registrar  
under section 10 of the Companies Act 1985]† and that all the  
requirements of the Companies Act 1985 in respect of the  
registration of the above company and of matters precedent and  
incidental to it have been complied with.

† Please delete as appropriate

A gwnaf y Datganiad difrifddwys hwn dan gredu'n gydwybodol ei fod  
yn wir, ac yn rhinwedd Deddf Datganiadau Statudol 1835.

And I make this solemn Declaration conscientiously believing the  
same to be true and by virtue of the Statutory Declarations Act 1835.

Llofnod y datganydd

Declarant's signature

Datganwyd yn

Declared at

y dydd o  
the TWENTY SECOND day of MARCHTwo Un fil naw cant naw deg  
One thousand nine hundred and ninety 2000Enw mewn priflythrennau • Ger fy mron • THOMAS OWEN PRITCHARD J.P. • Before me • Please print nameLlofnodwyd  
SignedDyddiad  
Date22 Mael 2000

Comisiynydd Liwon neu Notari Cyhoeddus neu Ynad Heddwch neu Gyfreithiwr  
A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

Rhowch enw, cyfeiriad, rhif telefon,  
ac os oes un ar gael, rhif a  
Chyfnwida DX y person y dylai  
Tŷ'r Cwmnïau gysylltu ag  
ei/â hi os bydd ymholiad.

GRAIG LUYD134 PENRHOS ROADBANGOR. GWYNEDD LL57  
2BX

Teleffon

Telephone

Rhif DX

DX number

Cyfnwida DX

DX exchange

01248 370401FAX. 01248 371355

Please give the name, address,  
telephone number and, if available,  
a DX number and Exchange of the  
person Companies House should  
contact if there is any query.



Wedi cwblhau a llofnodi'r ffurflen, anfonwch hi at y Cofrestrwydd Cwmnïau yn:

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

Tŷ'r Cwmnïau, Ffordd y Goron, Caerdydd CF4 3UZ DX 33050 Caerdydd

Companies House, Crown Way, Cardiff CF4 3UZ DX 33050 Cardiff

205001

# THE COMPANIES ACT 1985

## COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL



### MEMORANDUM OF ASSOCIATION OF

Farmers Market Network  
Rhwydwaith Marchnad Ffermwyr Cyf.

097305

1. The name of the Company (hereinafter called "the Company") is Farmers Market Network Rhwydwaith Marchnad Ffermwyr Cyf.
2. The registered office of the Company will be situated in Wales
3. The objects for which the Company is established are:-
  - (i) to carry on the trade, industry, or business of a company engaged in the marketing of its members' products or services.
  - (ii) supplying the members of the Company with goods and materials as may be required by them for the manufacture of such products or the provision of such services.
  - (iii) rendering to the members of the Company any other services required in connection with their business.
  - (iv) to carry on any other business (whether manufacturing or otherwise) which may seem to the Company capable of being conveniently carried on in connection with the aforesaid object or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property or rights or is required by any persons dealing with the Company.
  - (v) to do all or any things and exercise all or any powers which the Company deems it necessary or expedient to do or exercise in furtherance of or for the attainment of any or more of the aforesaid objects or which are deemed by the Company to be incidental to or consequential upon any one or more of those objects, provided that at no time shall the co-operative become owner of the products manufactured by its members and shall at all times act as agent for any of its members' services rendered in the name, or by arrangement of, the Company.
  - (vi) to carry on any other objects whatsoever which can in the opinion of the Company incidental with or conducive to or ancillary to any of the objects of the Company or are calculated directly to benefit the Company or enhance the value of or render profitable any of the Company's property or rights or any required by any client or customer of or persons (legal or natural) dealing with the Company.



4. In furtherance of the above objects, but not otherwise, the Company shall have the following powers:
  - 4.1. To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest, any lands, buildings, easements, rights, privileges, concessions, patent rights, licenses, secret processes, property of any kind necessary or convenient for the purpose of or in connection with the Company's objects or any branch or department thereof.
  - 4.2. To erect, construct, laydown, enlarge, alter and maintain any shops, stores, factories, buildings, works, ways, plant and machinery necessary or convenient to or subsidise the erection, construction, laying down, enlarging, altering and maintenance of any of the foregoing.
  - 4.3. To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's objects, and for the purpose of and in connection with the borrowing or raising of money by the Company, to become a member of any Building Society.
  - 4.4. To mortgage and charge the undertaking and all or any of the real and personal property and assets, present or future, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.
  - 4.5. To issue and deposit any securities which the Company has power to issue by way of mortgage and to secure any sum less than the nominal amount of such securities and also by way of security for the performance of any contracts or obligations of the Company or in whose undertakings the Company is interested, whether directly or indirectly.
  - 4.6. To receive money on deposit or loan upon such terms as the Company may approve and to guarantee the obligations and contracts of clients and customers and others including members of the Company.
  - 4.7. To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange, cheques and other negotiable instruments.
  - 4.8. To invest and deal with the monies of the Company not immediately required for the purpose of its objects in or upon such investments or securities and in such manner as may from time to time be determined by the Company.
  - 4.9. To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company either in cash, by instalments or otherwise, or in fully or partly paid up shares of any company or corporation, with or without deferred or preferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.

- 4.10. To enter in any partnership or joint purse arrangement or arrangement for sharing profits, union of interests or co-operation, or amalgamate with any company, firm or person carrying on or proposing to carry on any objects within the objects of the Company, and to acquire and hold, sell, deal with or dispose of shares, stock, securities or property of any such body, and to guarantee the contracts or liabilities of or payments of the dividends, interest or capital of any shares, stock, securities or property of and to subsidise or otherwise assist any such body.
- 4.11. To establish or promote or concur in establishing or promoting any company, firm, co-operative or other organisation the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interest of the Company and to acquire and hold or dispose of shares, stock, securities or property issued by or any other obligations of such organisation.
- 4.12. To make any charitable donation either in cash or assets which the Company may deem expedient.
- 4.13. To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which the Company is authorised to carry on.
- 4.14. To make, publish, supply, sell or deal in books, periodicals, audio, film and video recordings, and other publications in any other medium or any other educational or training materials or to give public lectures, hold public meetings or other seminars and presentations, whether or not making use of the abovesaid educational and training materials.
- 4.15. To obtain, acquire and purchase all necessary permits, licenses or trade marks and other intellectual property rights required for the purpose of enabling the Company to carry on its objects or as deemed necessary to protect its property upon such terms and conditions as it may think fit.
- 4.16. To make appeals for money and solicit subscriptions to the funds of the Company and to accept interest free loans, donations and any gifts of real or personal property including those subject to any trust and/or conditions compatible with the objects of the Company and to carry out any such trust and/or conditions compatible with the objects of the Company.
- 4.17. To sell, improve, manage, develop, turn to account, exchange, let or rent, royalty, share of profits or otherwise, grant easements, licenses and other rights in or over, and in any manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit, subject to the provisions of Clause 5.

In carrying out the aforesaid objects the Company shall have regard to the physical, mental and emotional well being of the community.

5. The income and property of the Company whencesoever derived shall be applied solely towards the promotion of the objects of the Company as set out herein and no portion shall be paid or transferred directly or indirectly to the members of the Company except by way of payment in good faith of reasonable and proper wages, bonuses and repayments (including loans) of expenses to any member or employee of the Company in return for any services actually rendered to the Company.
6. The liability of the members is limited.
7. The Company shall be non-profit making.
8. Every member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while they are a member or within one year after they cease to be a member for payment of the debts and liabilities of the Company contracted before they cease to be a member, and of the costs, charges and expenses of winding up and for the adjustment of the rights and contributories amongst themselves, such amount as may be required not exceeding one pound.
9. Each member will only be entitled to cast one vote when any resolution is put or any ballot conducted, irrespective of the amount of monies, assets or guarantees that they have loaned or contributed in any way to the Company.
10. Each of the members shall enter into an agreement with the Company for the marketing of some of their production or services on such terms as the Board shall from time to time determine and the Board shall have power to refuse to market the products or services of any members who have not signed such an agreement.
11. The Company shall have power to require that each member shall pay the service charges properly payable by them and which service charges are to be based on scales laid down from time to time by the Board.
12. In the event of the dissolution or winding-up of the Company, after the satisfaction of all its debts and liabilities, the assets remaining shall not be distributed among the members but shall be transferred in the furtherance of the aforementioned objects to any organisation having objects similar to or compatible with the objects of the Company and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company by virtue of Clause 5 above, as may be determined by a General Meeting, or in so far as the assets are not transferred, shall be held for charitable purposes.

This Clause 12 may only be changed by a unanimous vote of all members at an Extraordinary General Meeting and section 17 of the Act shall not apply.
13. Clauses in the Memorandum of Association except for Clause 12 above may be altered by Special Resolution which is hereby defined as one passed by a majority of not less than three-fourths of the membership voting in person at an Extraordinary General Meeting of which not less than twenty-one clear days notice has been given specifying the purpose for which the meeting has been called.

We the several persons whose names, addresses, descriptions and signatures are subscribed are desirous of being formed into a company in pursuance of this Memorandum of Association:

Name IANIDA DADISON Signature Ianida Dadison

Address PANDY TREBAN RYNGWLAN HOLYHEAD  
YNYS MON LL65 3YU

Name ROGER FOREMAN Signature Roger Foreman

Address YSGUROR BACH, FFRIDD CERBIG MAWR,  
CAERBELLUG, HOLYHEAD LL65 3LU

Name GEORGE LOCKETT Signature George Lockett

Address TY COCH, BETWS GARMON,  
CAERNARFON, GWYNEDD LL54 7AQ

Name JOHNATHAN ROBERTSON Signature Johnathan Robertson

Address TIDOTH AODA, LLANDONIEL  
GABRWEN. YNYS MON LL60 6DB

Name \_\_\_\_\_ Signature \_\_\_\_\_

Address \_\_\_\_\_

Dated this 20<sup>th</sup> day of MARCH 20 00

Witness to the above signatures Ian Jones

Name and address of witness:

Ifan Llewelyn Jones, 2 Efail Wen, PENRHYNDEUDRAETH, Gwynedd, LL48 6RA.

## **THE COMPANIES ACT 1985**

### *COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL*

#### **ARTICLES OF ASSOCIATION OF**

#### **Farmers Market Network Rhwydwaith Marchnad Ffermwyr Cyf.**

#### **PRELIMINARY**

1. Subject as hereinafter provided, the regulations contained in Table A of the Companies (Tables A-F) Regulations 1985 (which regulations are hereinafter called Table A) shall apply to the Company but, in the case of any variation or inconsistency between these Articles and Table A, these Articles shall prevail and apply.

#### **INTERPRETATION**

2. In these regulations:-

"the Act" means the Companies Act 1985 including any statutory amendments or re-enactment thereof for the time in force.

"the articles" means the Articles of the Company.

"clear days" in relation to the period of a notice means 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.

"executed" includes any mode of execution.

"the secretary" means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary.

"the United Kingdom" means Great Britain and Northern Ireland.

Unless the context otherwise requires, words or expressions contained in these regulations bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these regulations become binding on the Company.

#### **MEMBERSHIP**

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

4. The Board of Directors may admit to membership;
  - (a) any person who has attained the age of eighteen years and who is in agreement with the objects of the Company, without discrimination between persons by reference to wealth, politics, race, religion, sex or disability; or
  - (b) any society, company, local authority or unincorporated association which is in agreement with the objects of the Company.

Provided that only persons and organisations shall be admitted who qualify for one of the membership categories specified in Article 8.

5. A member which is a corporate body or association shall by resolution of its governing body appoint a deputy, who shall during the continuance of their appointment be entitled to exercise in any General Meeting of the Company all such rights and powers as the body corporate or association would exercise if it were an individual person. A copy of such resolution, signed by the governing body shall be sent to the Secretary.
6. Every application for membership shall be considered by the Board of Directors at its first meeting after the application was made or as soon afterwards as it practicable. Any applicant who is refused admission to membership may require that the question of their application be considered by the next General Meeting of the Company whose decision on the matter shall be final. When refusing any application for membership, the Board of Directors shall ensure that the applicant is aware of their right of appeal under the provisions of this Article.
7. Any acceptance of an application for membership shall be conditional on payment by the applicant of the full amount of the membership subscription. Membership for Producer Members shall be £25.00 and Corporate Membership shall be £40.00. Membership for Supporter Members shall be £10.00 per year but shall be subject to the discretion of the Board of Directors. Membership for Workers shall be free.

No applicant shall be entered in the Register of Members unless and until such subscription has been received by the Company, unless the Board of Directors decides to waive the subscription in any particular case.

#### **CATEGORIES OF MEMBERSHIP**

8. Every member upon admission shall be allocated one of the following categories of membership at the absolute discretion of the Board of Directors;
  - (a) "Producer Members" shall be individuals or organisations that are farmers, growers, producers or processors of vegetables, fruit, plants, baked goods, foodstuffs and crafts within northwest Wales.
  - (b) "Supporter Members" shall be individuals who support the objects of the Company as set out in clause 3 of the Memorandum of Association.
  - (c) "Employee Members" shall be members who are employed by the Company; they shall be in a minority on the Board of Directors at all times.
  - (d) "Corporate Members" shall be members admitted under Article 4(b)
9. All members shall be individuals or organisations that are farmers, growers or producers who grow, rear or produce fruit, vegetables, meat, poultry or other foodstuffs on their own holdings within north west Wales.



## **REGISTER OF MEMBERS**

10. The Company shall keep a Register of Members containing the name and address of every member, the date on which they became a member and the date on which they ceased to be a member. Every member shall either sign a written consent or sign the Register on becoming a member.

## **CESSATION OF MEMBERSHIP**

11. The rights and privileges of a member shall not be transferable or transmissible, and all such rights and privileges shall cease upon the member ceasing to be such.
12. A member shall cease to be a member immediately that he/she or it:
- (i) ceases to fulfil any of the qualifications for membership as specified by Article 4 and Article 8; or
  - (ii) resigns in writing to the Secretary; or
  - (iii) is expelled by a Special Resolution carried in accordance with Article 27 at an Extraordinary General Meeting called to consider the matter; or
  - (iv) dies or becomes bankrupt, if an individual person; or
  - (v) is wound up or goes into liquidation, if a corporate body or association; or
  - (vi) fails to pay the annual subscription (if any) or any other monies due to the Company.

## **GENERAL MEETINGS**

13. The Company shall in each calendar year hold a General Meeting as its Annual General Meeting and shall specify the meeting as such in the notices calling it providing that every Annual General Meeting except the first shall be held not more than fifteen months after the holding of the last preceding Annual General Meeting. The first Annual General Meeting of the Company shall be held within eighteen months of incorporation.
14. The business of an Annual General Meeting shall include;
- (i) The receipt of the reports of the Chairperson and Board of Directors of the Company;
  - (ii) the consideration of audited accounts (if any) presented by the Board of Directors;
  - (iii) the election of the Board of Directors;
  - (iv) the election of a Chairperson, being a member of the Board of Directors, who shall preside at all General Meetings and meetings of the Board of Directors;
  - (v) a decision on the application of any surplus/profits;
  - (vi) the appointment and the fixing of the remuneration of the Auditors (if any).

All other business transacted at an Annual General Meeting shall be deemed Special.

15. Ordinary General Meetings of the Company shall be as and when needed.
16. The Board of Directors may, whenever they think fit, convene an Extraordinary General Meeting of the Company, or any two members or ten percent of the membership, whichever is greater, may convene an Extraordinary General Meeting as provided by section 368 of the Act.

## **NOTICES**

17. An Annual General Meeting and a meeting called for the passing of a special resolution as described in Article 27 shall be called by giving at least twenty-one clear days' notice. Any other General Meeting shall be called by giving at least fourteen clear days' notice.
18. Notice of every General Meeting shall be given in writing to every member of the Company and to the Auditors (if any) and shall be given personally or by sending it by post to them or their registered office or any address given by them for this purpose within the United Kingdom.
19. Notice shall be exclusive of the day on which it is served or given and shall specify the place and exact time of the meeting and the general nature of the business to be dealt with. In the case of an Annual General Meeting notice shall specify the meeting as such and in the case of an Extraordinary General Meeting the exact nature of the business to be raised at the meeting shall be specified.
20. Where notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting the notice and to have been effected at the expiration of forty-eight hours after notice has been posted.
21. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate proceedings at that meeting.

## **PROCEEDINGS AT GENERAL MEETINGS**

22. Every member and such other persons as receive notice shall be entitled to attend and speak at a General Meeting.
23. No business shall be transacted at a General Meeting unless a quorum of members is present. Twenty percent (20%) of the membership entitled to vote for the time being shall be the quorum.
24. If within half an hour from the time appointed for the meeting a quorum is not present it shall stand adjourned until the same day in the next week at the same time and same place, or otherwise as the Directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the members present shall be a quorum.
25. The Chairperson or in their absence some other Director nominated by the Directors shall preside as Chair of the meeting, but if neither the Chairperson nor such other Director (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the members present shall elect one of their number to be Chairperson.
26. The Chairperson may with the consent of the meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and place to place but no business shall be transacted at an adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice shall be given as in the case of the original meeting. Otherwise it shall not be necessary to give any such notice.

27. Decisions at General Meetings shall be made by passing resolutions:
- (a) Decisions involving an alteration to Clause 5 and 12 of the Memorandum of Association and to Articles 63 and 64 and this Article 27(a) shall require the unanimous vote of all the members of the Company at an Extraordinary General Meeting testified by their signatures.
  - (b) The decisions involving an alteration to clauses of the Memorandum or Articles of Association, other than those specified, and other decisions so required from time to time by statute and by these Articles shall be made by a Special Resolution. A Special Resolution is here defined as one passed by a majority of not less than three-fourths of the members of the Company present and voting at an Extraordinary General Meeting.
  - (c) All other decisions shall be made by ordinary resolution requiring a simple majority.
28. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands or other suitable signal unless a poll, is, before or upon the declaration of the result of the show of hands, demanded by:-
- (a) the Chairperson, or
  - (b) by a member or members representing not less than one tenth of the total voting rights of all the members having the right to vote at the meeting.
29. Unless a poll be so demanded a declaration by the Chairperson that a resolution has been carried or lost and an entry to that effect in the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against the resolution. The demand for a poll may be withdrawn.
30. If a poll is duly demanded it shall be taken in such a manner as the Chairperson of the meeting directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
31. Subject to the provisions of the Act a resolution in writing signed by all the members for the time being shall be valid and effective as if the same had been passed at a General Meeting duly convened and held and may consist of several documents in the like form, each signed by one or more members.
32. Votes may be given personally or by proxy appointed by the member and no member or proxy shall have more than one vote. Each proxy voter must present written permission from the absent member to the company Secretary before casting a vote.
33. In the case of an equality of votes the Chair shall have a second or casting vote.

#### **BOARD OF DIRECTORS**

34. The business of the Company shall be managed by a Board of Directors which shall be accountable to the members.
35. The initial Directors of the Company shall be appointed by the subscribers to the Memorandum of Association, and shall serve no more than two (2) years. At the first Annual General Meeting following this period twenty percent (20 %) of the Directors shall retire and may offer themselves for re-election.

36. The Board of Directors will be elected annually by the members at the Annual General Meeting of the Company and retiring members shall be eligible for re-election without further nomination.
37. Invitations for nominations for the position of Director will be sent to all members with the notice of the Annual General Meeting. Completed nominations will be accepted up to seven days before the date of the meeting. All nominations require the signature of the nominated person and the signature of a proposer and seconder all of which shall be members of the Company.
38. Unless otherwise determined by the Company in General Meeting the number of Directors shall be not less than three (3) and not more than six (6).
39. The Directors may at any time co-opt any person to the Board of Directors whether or not they are a member of the Company, provided that the maximum number prescribed in Articles 38 is not exceeded and that no more than three such co-options shall be made between one Annual General Meeting and the next. All persons so co-opted shall retire at the Annual General Meeting following their co-option but shall be eligible to be re-appointed thereafter.

#### **PROCEEDINGS OF THE BOARD OF DIRECTORS**

40. Members of the Board of Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit and questions arising at any meeting shall be decided by a majority of votes.
41. In the case of an equality of votes the Chairperson shall have a second or casting vote.
42. A Director may, and the Secretary shall on the instruction of the Board of Directors, summon a meeting of the Board of Directors at any reasonable time.
43. The quorum necessary for the transaction of business of the Board of Directors shall be three (3) directors.
44. If the Board of Directors shall at any time be reduced in number to less than the minimum prescribed in Article 38, it may act as the Board of Directors for the purpose of filling up vacancies in their body or summoning a General Meeting of the Company, but no other purpose.
45. The Chairperson or in their absence some other director nominated by the Board of Directors shall preside as Chairperson of the meeting, but if neither the Chairperson nor such other director (if any) be present within fifteen minutes after the time appointed for holding the meeting, the Board of Directors shall elect one of their number to be Chairperson.
46. The Board of Directors shall cause proper minutes to be made of the proceedings of all meetings of the Company, of the Board of Directors and any sub-committees and of all business transacted at such meetings. All such minutes shall be open to inspection by any member of the Company during the Company's normal working hours and by any other person authorised by the Company in General Meeting.

47. A resolution in writing signed by all Directors for the time being who are entitled to vote shall be valid and have the same effect as if it had been passed at a meeting of the Board of Directors and may consist of several documents in like form signed by one or more Directors.

#### **POWERS OF THE BOARD OF DIRECTORS**

48. The business of the Company shall be managed by the Board of Directors who may pay all expenses of the formation of the Company as they think fit and may exercise all such powers of the Company as may be exercised and done by the Company and as are not by statute or by these Articles required to be exercised or done by the Company in General Meeting.
49. No regulation made by the Company in General Meeting shall invalidate any prior act of the Board of Directors which would have been valid had that regulation not been made.
50. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such manner as the Board of Directors shall from time to time by resolution determine.
51. Without prior prejudice to its general powers, the Board of Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking and property or any part thereof and to issue debentures and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.
52. The Board of Directors may delegate any of its powers to sub-committees consisting of such members of the Company as it thinks fit. Any sub-committee so formed shall conform to any regulations that may be imposed on it by the Board of Directors.
53. The Directors of the Company, will appoint two named Directors to sign on behalf of the Company any legal documents including leases where signatures are required in the execution of the Company's powers.

#### **DISQUALIFICATION AND REMOVAL OF DIRECTORS**

54. The office of a director shall be immediately vacated if he/she:
- (i) ceases to be a Director by virtue of any provision of the Act or become prohibited by law from being a Director; or
  - (ii) becomes bankrupt or make any arrangement or composition with their creditors generally; or
  - (iii) is, or may be suffering from, mental disorder; or
  - (iv) resigns their office by notice to the Company; or
  - (v) shall for more than four consecutive meetings have been absent without permission of the Board of Directors from meetings of Directors held during that period and the Directors resolve that his/her office be vacated; or
  - (vi) is removed from office by resolution of the Company in General Meeting in accordance with Section 303 of the Act.

## **REMUNERATION OF DIRECTORS**

55. Any remuneration of Board of Directors members shall only be in respect of services actually rendered to the Company, subject to the provisions of Clause 5 of the Memorandum of Association, including the payment of fair and proper wages in the case of Board of Directors members employed by the Company. Board of Directors members may also be paid all reasonable expenses incurred by them in attending and returning from meetings of the Board of Directors or General Meetings of the Company or in connection with the business of the Company

## **SECRETARY**

56. Subject to the provisions of the Act, the secretary shall be appointed by the Board of Directors for such term, at such remuneration and upon such conditions as they may think fit, and any secretary so appointed may be removed by them.

## **ACCOUNTS**

57. The Board of Directors shall cause proper books of account to be kept with respect to:
- (i) All sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place.
  - (ii) All sales and purchases of goods and/or services by the Company, and
  - (iii) The assets and liabilities of the Company.

Proper books shall be deemed to be kept if they give a true and fair record of the state of the Company's affairs and explain its transactions.

58. The books of account shall be kept at the registered office of the Company or at such other places as the Board of Directors think fit, and shall always be open to the inspection of all members of the Company upon approval of the Board of Directors during normal working hours and by such other persons authorised by the Company in General Meeting.
59. The Board of Directors shall from time to time in accordance with their statutory obligations cause to be prepared and laid before the Company in General Meeting such income and expenditure accounts, balance sheets and reports as are required by statute.

## **APPLICATION OF SURPLUS**

60. The surplus funds of the Company shall be applied in the following ways, in such proportions and in such a manner as may be recommended by the Board of Directors and approved at the Annual General Meeting:
- (a) to creating a general reserve for the continuation and development of the Company;
  - (b) to make a payment for social and charitable purposes.

## **RULES OR BYE LAWS**

61. The Board of Directors may from time to time make such Rules or Bye Laws as they may deem necessary for the proper conduct and management of the Company. The Company in General Meeting shall have power to alter or repeal the Rules or Bye Laws and to make additions thereto and the Board of Directors shall adopt such means as they deem sufficient to bring to the notice of members of the Company all such Rules or Bye Laws, which so long as they shall be in force, shall be binding on all members of the Company. Provided, nevertheless, that no Rule or Bye Law shall be inconsistent with, or shall affect or repeal anything contained in the Memorandum or Articles of the Company.

## **INDEMNITY**

62. Every member, Director, Company Secretary, auditor (if any) and other officer for the time being of the Company shall be indemnified out of the assets of the Company against any losses or liabilities incurred by him/her in or about the execution or discharge of the duties of her/his office subject to the provisions of section 310 of the Act, except to the extent that such losses or liabilities shall be attributable to:
- (i) fraud or other matters in respect of which the member concerned shall be convicted of a criminal offence; or
  - (ii) negligence; or
  - (iii) actions knowingly beyond the scope of a specific authority or limit thereon on the part of the person in question.

## **DISSOLUTION**

63. Clause 12 of the Memorandum of Association relating to the winding up and dissolution of the Company shall have effect as if the provisions thereof were repeated in these Articles.

## **AMENDMENT TO ARTICLES**

64. The provisions of these Articles of Association may only be amended by a Special Resolution passed in accordance with Article 27 except those otherwise specified. No amendment of Articles is valid until registered with the Registrar of Companies.

## **SOCIAL AUDIT**

65. A Social audit of the Company may, by resolution of the Company in General Meeting, be undertaken annually of the Company's activities, in addition to the financial audit required by law.

The role of such a social audit would be to attempt to identify the social costs and benefits of the Company's work, and to enable an assessment to be made more easily than may be made from financial accounts only of the Company's overall performance in relation to its objects.

Such a social audit may be drawn up by an independent assessor appointed by the Company in General Meeting, or by the Board of Directors who may submit their report for verification or comments to an independent assessor.

A social audit may include an assessment of the internal collective working of the employees of the Company, including employees' views, internal democracy and decision making, wages, health and safety, skill sharing and education opportunities, or other matters concerning their overall personal or job satisfaction; an assessment of the Company's activities externally, including its effects on persons involved in the same or similar trade, on customers and suppliers, and on persons residing in areas where the Company is located.



We the several persons whose names, addresses and signatures are subscribed are desirous of being formed into a company in pursuance of these Articles of Association:

Name JOANNA DAVIDSON Signature [Signature]

Address PANDY TREBAN BRYNGWRAN HOLYHEAD  
YNYS MŌW LL65 3YU

Name ROGER FOREMAN Signature [Signature]

Address YSGOBOR BACH, Fford Cerrig Mawr,  
CAERGEILIOG, HOLYHEAD, LL65 3LU

Name GEORGE EDWARD LOCKETT Signature [Signature]

Address TY COCH, BETWY GARMON, CAERNARFON  
GWYNEDD LL54 7AQ

Name JOHANNA M ROBERTSON Signature [Signature]

Address TIDDYH ADOA, LLANDANIEL  
CARWEL, YNYS MŌW LL60 6TB

Name \_\_\_\_\_ Signature \_\_\_\_\_

Address \_\_\_\_\_

Dated this 20<sup>TH</sup> day of MARCH 2000

Witness to the above signatures [Signature]

Name and address of witness TERESA TOPAT, GLANRAFON

COTTAGE, LLANGOED, BEAUFARIS, LL58 8PB, YNYS MŌW