

COMPANIES ACTS 1985 AND 1989
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL
MEMORANDUM OF ASSOCIATION
(Deemed to be part of the Articles of Association)

-OF-

CO-OPERATIVE COMMUNITY INVESTMENT FOUNDATION

1. NAME

The name of the Company is the "Co-operative Community Investment Foundation" ("the Foundation")

2. REGISTERED OFFICE

The registered office of the Foundation is to be in England and Wales.

3. OBJECTS

The Objects are to support, through donations from Co-operative organisations, members, customers and employees, projects that contribute to the relief of poverty, the advancement of education or other such charitable purposes which will benefit the communities in which businesses of Co-operative Group (CWS) Limited operate throughout the area of benefit especially where the projects are self-help and to support projects or initiatives that promote charitable purposes within communities and self help organisations whether within the UK and the Isle of Man.

In furtherance of the above objects but not otherwise by.

- i) The making of grants to organisations of a voluntary, self help or not for profit nature working in the community and involved in projects providing long term benefits to their communities by way of physical benefits available to the public or training or education.
- ii) The provision of assistance to such organisations by way of advice, technical assistance, seminars, training courses and other similar events aimed at promoting the principles of development through community self-reliance and co-operation
- iii) The provision of a central focus and information point for demonstrating the benefit of community self reliance and co-operation.
- iv) Undertaking, commissioning and funding research, enquiries or reports in collaboration with the Co-operative Movement or otherwise.

4. POWERS

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The Foundation has the following powers, which may be exercised only in promoting and in furtherance of the Objects

- 4.1. To distribute funds in accordance with its Objects,
- 4.2. To promote or carry out research,
- 4.3. To provide advice,
- 4.4. To publish or distribute information;
- 4.5. To support, administer or set up other like minded organisations;
- 4.6. To raise funds (but not by means of taxable trading),
- 4.7. To borrow money and give security for loans and to acquire and dispose of shares, stocks or debentures in any society, company or organisation and to make grants or loans of money with or without security and give credit to and guarantee or give guarantees or indemnities for the payment of money or the performance of contracts or obligations of any such society, company or organisation (but only in accordance with the restriction imposed by the Charities Act 1993);
- 4.8. To acquire or hire property of any kind and to let, sell or dispose of property of any kind, assets or undertaking or any part thereof (but only in accordance with the restrictions imposed by the Charities Act 1993),
- 4.9. To apply for, promote, advocate and obtain any Act of Parliament, legislation, Charter, Parliamentary Bill, privilege, concession, licence or authorisation of any government, state, municipality or supranational body, or any other department or authority, or enter into any such arrangements with any such body which can reasonably be expected to help the Foundation to carry any of its Objects into effect or for any other purpose which may seem to the Board to be expedient, and to oppose any proposed legislation (whether primary or secondary), proceedings or applications which may seem calculated directly or indirectly to prejudice the interests of this Foundation,
- 4.10. To hold intellectual property and other intangibles,
- 4.11. To provide financial or other assistance to any organisation as the Board thinks fit and on such terms and conditions and for such period or periods as may from time to time may be deemed expedient and for any such purpose to enter into such agreements, deeds of covenant, guarantees or other documents as may be from time to time be necessary in furtherance of these Objects,
- 4.12. To set aside funds for special purposes or as reserves against future expenditure,
- 4.13. To arrange for investments of other property of the Foundation to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the trustees or of a financial expert acting under their instructions and to pay any reasonable fees required;

- 4.14.** To deposit or invest funds in any manner (but to invest only after obtaining advice from a financial expert and having regard to the suitability of investments and the need for diversification),
- 4.15.** To delegate the management of investments to a financial expert, but only on terms that
- i) the investment policy is set down in writing for the financial expert by the Trustees,
 - ii) every transaction is reported promptly to the Trustees;
 - iii) the performance of the investments is reviewed regularly with the Trustees,
 - iv) the Trustees are entitled to cancel the delegation arrangement at any time;
 - v) the investment policy and the delegation arrangement are reviewed at least once a year;
 - vi) all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt;
 - vii) the financial expert must not do anything outside the powers of the Trustees
- 4.16.** To insure any property of the Foundation against any foreseeable risk and take out other insurance policies to protect the Foundation when required.
- 4.17.** To insure the trustees against the cost of a successful defence to a criminal prosecution brought against them as trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty,
- 4.18.** Subject to clause 5, to employ paid or unpaid agents, staff or advisers
- 4.19.** To enter into contracts to provide services to or on behalf of other bodies
- 4.20.** To establish subsidiary companies to assist or act as agents for the Foundation
- 4.21.** To co-operate, form joint venture initiatives/alliance with other like minded charitable bodies and to enter into any agreement for partnership, joint venture or reciprocal concession with any society, company, organisation or person carrying on or engaged in or about to carry out on business or transaction capable of being conducted as may from time to time be necessary in furtherance of these Objects,
- 4.22.** To pay the costs of forming the Foundation
- 4.23.** To do anything else within the law which promotes or helps to promote the Objects and all things, which the Board may consider expedient for, or incidental or conducive to, the carrying out of all or any of the above Objects.

5. BENEFITS TO MEMBERS AND TRUSTEES

- 5.1.** The property and funds of the Foundation must be used only for promoting the Objects and do not belong to the members of the Foundation, but,
- 5.1.1.** members who are not Trustees may be employed by or enter into contracts with the Foundation and receive reasonable payment for goods or services supplied,

- 5.1.2. members (including Trustees) may be paid interest at a reasonable rate on money lent to the Foundation,
- 5.1.3. members (including Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Foundation,
- 5.1.4. individual members who are not Trustees but who are beneficiaries may receive charitable benefits in that capacity.
- 5.2. A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Foundation except;
 - 5.2.1. as mentioned in clauses 4.1.6, 5.1.2, 5.1.3 or 5.3;
 - 5.2.2. reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running Foundation;
 - 5.2.3. by way of an indemnity in respect of any liabilities properly incurred in running the Foundation (including the costs of successful defence to criminal proceedings),
 - 5.2.4. payment to any company in which a Trustee has no more than a 1 per cent shareholding,
 - 5.2.5. in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance)
- 5.3. Any trustee (or any firm or company of which a Trustee is a member or employee) may enter into a contract with the Foundation to supply goods or services in return for a payment or other material benefit but only if.
 - 5.3.1. the goods or services are actually required by the Foundation,
 - 5.3.2. the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in clause,
- 5.4. In the event of a Trustee having a personal interest in a matter to be discussed at a meeting of the Trustees or a Committee appointed by the trustees, the trustee concerned must.
 - 5.4.1. declare an interest at or before discussion begins on the matter,
 - 5.4.2. withdraw from the meeting for that item unless expressly invited to remain in order to provide information,
 - 5.4.3. not be counted in the quorum for that part of the meeting;
 - 5.4.4. withdraw during the vote and have no vote on the matter
- 5.5. This clause may not be amended without the prior written consent of the Commission.

6. LIMITED LIABILITY

The liability of members is limited

7. GUARANTEE

Every member promises, if the Foundation is dissolved while he, she or it remains a member or within 12 months afterwards, to pay up £1 towards the costs of dissolution and the liabilities incurred by the Foundation while the contributor was a member.

8. DISSOLUTION

8.1. If the Foundation is dissolved the assets (if any) remaining after the provision has been made for all its liabilities must be applied in one or more of the following ways

8.1.1. by transfer to one or more other bodies established for exclusively charitable purposes within the same as or similar to the Objects,

8.1.2. directly for the Objects or charitable purposes within similar to the Objects,

8.1.3. in such other manner consistent with charitable status as the Commission approves in writing in advance;

8.2. A final report and statement of account must be sent to the Commission

9. INTERPRETATION

9.1. Words and expressions defined in the Articles have the same meanings in this Memorandum

9.2. References to an Act of Parliament are references to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

NAME, ADDRESS AND DESCRIPTION OF SUBSCRIBER

**Co-operative Wholesale Society Limited
New Century House
Manchester
M60 4ES**

**Caroline J Wood
For and on behalf of Co-operative Wholesale Society Limited**

Dated the 24th day of November 2000

Witness to the above signature:

**Katherine Alison Whittaker
New Century House
Manchester
M60 4ES**

COMPANIES ACTS 1985 AND 1989

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

ARTICLES OF ASSOCIATION

-OF-

CO-OPERATIVE COMMUNITY INVESTMENT FOUNDATION

1. MEMBERSHIP

- 1.1.** The number of members with which the Foundation proposes to be registered is unlimited.
- 1.2.** The Foundation must maintain a register of members
- 1.3.** Membership of the Foundation consists of Co-operative Wholesale Society Limited, together with the Trustees of this Foundation, plus any other body (whether corporate or individual) who is admitted by a resolution of the Board of Directors of Co-operative Wholesale Society Limited.
- 1.4.** Membership is terminated if the member concerned
- i)** is removed from membership by resolution of the Board of Co-operative Wholesale Society Limited on the grounds that in their reasonable opinion the member's continued membership is no longer beneficial to the Foundation (but only after notifying the member in writing and considering the matter in the light of any written representations which the member concerned puts forward within 14 clear days after receiving notice),
 - ii)** gives written notice of resignation to the Foundation;
 - iii)** in the case of a Trustee, resigns or is removed from the position of Trustee,
 - iv)** dies or (in the case of the organisation) ceases to exist.
- 1.5.** Membership of the Foundation is not transferable

2. GENERAL MEETINGS

- 2.1.** Members are entitled to attend general meetings either personally or, in the case of a member organisation, by an authorised representative. General meetings are called with at least 21 clear days' written notice specifying the business to be discussed
- 2.2.** There is a quorum at a general meeting if the number of members or authorised representatives personally present is at least half of the total members.

- 2.3. The Chairman or, (if the Chairman is unable or unwilling to do so) some other member elected by those present presides at a general meeting.
- 2.4. Except where otherwise provided by the Act, every issue is decided by a majority of the votes cast.
- 2.5. Each member present in person, or through an authorised representative, has one vote on each issue.
- 2.6. A written resolution signed by all those entitled to vote at a general meeting is as valid as a resolution actually passed at a general meeting (and for this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature).
- 2.7. The Foundation must hold an AGM in every year at which all members are entitled to attend. The first AGM may be held within 18 months after the Foundation's incorporation.
- 2.8. At an AGM members
 - 2.8.1. receive the accounts of the Foundation for the previous financial year;
 - 2.8.2. receive the Trustees' report on the Foundation's activities since the previous AGM
 - 2.8.3. accept the retirement of those Trustees who wish to retire or who are retiring by rotation,
 - 2.8.4. elect persons to be Trustees to fill the vacancies arising,
 - 2.8.5. appoint auditors of the Foundation,
 - 2.8.6. discuss and determine any issues of policy or deal with any other business put before them
- 2.9. Any general meeting which is not an AGM is an EGM.
- 2.10. An EGM may be called at any time by the Trustees and must be called within 28 days on a written request from at least three members.
- 3. **TRUSTEES**
 - 3.1. The Trustees of the Foundation shall be appointed by members of this Foundation.
 - 3.2. The Trustees of the Foundation shall, subject to approval from the Board of Co-operative Wholesale Society Limited, also be admitted as individual members of the Foundation.

- 3.3. The Trustees as Foundation Trustees have control of the Foundation and its property and funds (if any).
- 3.4. The Trustees, when complete, consist of at least three and not more than seventeen individuals.
- 3.5. The first Trustee of the Foundation shall be the persons appointed in writing either before or after incorporation of the Foundation by the subscriber to the Memorandum.
- 3.6. Every Trustee must sign a declaration of willingness to act as a Trustee of the Foundation before he or she is eligible to vote at any meeting of the Trustees.
- 3.7. One third (or the number nearest one third) of the Trustees must retire at each AGM, those longest in office retiring first and the choice between any equal service being made by drawing lots.
- 3.8. *A Trustee's term of office automatically terminates if he*
 - 3.8.1. is removed by a resolution passed by the Board of Co-operative Wholesale Society Limited;
 - 3.8.2. is disqualified under the Charities Act 1993 from acting as a trustee;
 - 3.8.3. is incapable, whether mentally or physically, of managing his or her own affairs,
 - 3.8.4. is absent from three consecutive meetings of the Trustees without consent of the other Trustees,
 - 3.8.5. resigns by written notice to the Trustees (but only if at least three Trustees remain in office),
- 3.9. The Trustees may, subject to the approval of the Board of Co-operative Wholesale Society Limited, at any time co-opt any person duly qualified to be appointed as a Trustee to fill a vacancy in their number of as an additional Trustee, but a co-opted Trustee holds office only until the next AGM.
- 3.10. A technical defect in the appointment of a Trustee of which these Trustees are unaware at the time does not invalidate decisions take at a meeting.

4. PROCEEDINGS OF TRUSTEES

- 4.1. The Trustees must hold at least four meetings each year.
- 4.2. A quorum at a meeting of the Trustees is at least one half of the Trustees from time to time.

- 4.3. A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants
- 4.4. The Chairman or (if the Chairman is unable or unwilling to do so) some the other Trustee chosen by the Trustees present presides each meeting.
- 4.5. Every issue may be determined by a simple majority of the votes cast at a meeting by way of a written resolution signed by all the Trustees is as valid as a resolution passed at a meeting (and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature).
- 4.6. Except for the Chairman of the meeting, who has a second or casting vote, every Trustee has one vote each issue
- 4.7. A procedural defect of which the trustees are unaware at the time does not invalidate decisions taken at a meeting

5. **POWERS OF TRUSTEES**

The Trustees have the following powers in the administration of the Foundation

- 5.1. to appoint (and. remove) and person (who may be a member or a Trustee) to act as Secretary to the Foundation in accordance with the Act,
- 5.2. to appoint a Chairman, Treasurer and other honorary officers from among their number,
- 5.3. may confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the Foundation;
- 5.4. to delegate any of their functions to committees consisting of three or more individuals appointed by them. All proceedings of sub-committees must be reported regularly to the Trustees,
- 5.5. to make Standing Orders consistent with the Memorandum and Articles and the Act to govern proceedings at general meetings
- 5.6. to make Rules consistent with the Memorandum and Articles and the Act to govern proceedings at their meetings and at meetings of committees,
- 5.7. to make Regulations consistent with the Memorandum and Articles and the Act to govern the administration of the Foundation and the use of its seal (if any),
- 5.8. to establish procedures to assist the resolution of disputes within the Foundation,
- 5.9. to exercise any powers of the Foundation which are not reserved to a general meeting

6. **RECORDS AND ACCOUNTS**

- 6.1. The Trustees must comply with the requirements of the Act and of the Charities Act 1993 as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:
 - 6.1.1. annual reports;
 - 6.1.2. annual returns,
 - 6.1.3. annual statements of account
- 6.2. The Trustees must keep proper records of
 - 6.2.1. all proceedings at general meetings,
 - 6.2.2. all proceedings at meetings of the trustees,
 - 6.2.3. all reports of committees, and
 - 6.2.4. all professional advice obtained
- 6.3. Accounting records relating to the Foundation must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by members who are not Trustees if the Trustees so decide.
- 6.4. A copy of the Foundation's latest available statement of account must be supplied on request to any Trustee or member, or to any other person who makes a written request and pays the Foundation's reasonable costs, within two months.

7. NOTICES

- 7.1. Notices under these Articles may be sent by hand, or by post or by suitable electronic means (where applicable to members generally) or they may be published in any suitable journal or newspaper, or any newsletter distributed by the Foundation.
- 7.2. The only address at which a member is entitled to receive notices is the address shown in the register of members
- 7.3. Any notice given in accordance with these Articles is to be treated for all purposes as having been received
 - 7.3.1. 24 hours after being sent by electronic means or delivered by hand to the relevant address,
 - 7.3.2. two clear days after being sent by first class post to that address,
 - 7.3.3. three clear days after being sent by second class or overseas post to that address;

7.3.4. on the date of publication of a newspaper containing the notice,

7.3.5. on being handed to a member, or, in the case of a member organisation, its authorised representative, personally or, if earlier,

7.3.6. as soon as the member acknowledges actual receipt.

7.4. A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

7.5. A member or Trustee present at a meeting of the Foundation or of the Trustees shall be deemed to have received notice of the meeting and where requisite of the purposes for which it was called

8. DISSOLUTION

The provisions of the Memorandum relating to dissolution of the Foundation take effect as though repeated here

9. INTERPRETATION

9.1. In the Memorandum and in these Articles

“the Act” means the Companies Act 1985,

“AGM” means an annual general meeting of the Foundation;

“these Articles” means these articles of association;

“authorised representative” means an individual who is authorised by a member organisation to act on its behalf at meetings of the Charity and whose name is given to the Secretary,

“Chairman” means the chairman of the trustees;

“charitable” means charitable in accordance with the law of England and Wales provided that it will not include any purpose which is not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005.

“the Foundation” means the company governed by these Articles,

“foundation trustee” has the meaning prescribed by s97(1) of the Charities Act 1993;

“the Commission” means the Charity Commissioners for England and Wales;

“EGM” means an extraordinary general meeting for the Foundation,

“financial expert” means an individual, company or firm who is an authorised person or an exempted person within the meaning of the Financial Services Act 1986;

“material benefit” means a benefit which may not be financial but has a monetary value,

“member” and “membership” refer to membership of the Foundation;

“Memorandum” means the Foundation’s Memorandum of Association,

“month” means calendar month,

“the objects” means the Objects of the Foundation as defined in clause 3 of the Memorandum;

“Secretary” means the Secretary of the Foundation,

“taxable trading” means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects,

“Trustee” means a director of the Foundation and Trustees’ means all of the directors;

“written” or “in writing” refers to a legible document on paper, including a fax message,

“year” means calendar year.

9.2. Expressions defined in the Act have the same meaning.

9.3. References to an Act of Parliament are to the Act as amended or re-enacted from time to time and any subordinate legislation made under it.