



5

# COMPANIES ACTS 1985 AND 2006

Name of company Brighton & Hove Food Partnership

Company number 05636575

## NOTICE OF INTENTION TO PUT A SPECIAL RESOLUTION TO AMEND THE MEMORANDUM AND ARTICLES OF ASSOCIATION OF THE COMPANY

to be passed at a general meeting of the company held on the

2<sup>nd</sup> March 2011 at BMECP Building, Fleet Street, Brighton

And ratified at the meeting held on the

5<sup>th</sup> July 2011, at BMECP Building, Fleet Street, Brighton

The members of the Brighton & Hove Food Partnership resolved that

1 the attached memorandum of association be adopted as the memorandum of association of the Company in substitution for and to the exclusion of the existing memorandum of association

2 the attached articles of association be adopted as the articles of association of the Company in substitution for and to the exclusion of the existing articles of association

Signed

Clare Devereux

Clare Devereux, Board member

Roberta Emmott

Roberta Emmott, Company Secretary

Date

5th July 2011

A copy of this resolution, once passed, must be filed with Companies House with forms CC01, CC03 and CC04,

THURSDAY



A51 04/08/2011 143  
COMPANIES HOUSE

# **BRIGHTON & HOVE FOOD PARTNERSHIP**

**Company No: 05636575**

## **MEMORANDUM AND ARTICLES OF ASSOCIATION**

*Amended by Special Resolution ratified on  
5<sup>th</sup> July 2011*

**COMPANIES ACTS 1985 & 1989 & 2006**

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

**THE COMPANIES ACTS 1985 & 1989**

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

**MEMORANDUM OF ASSOCIATION**

**of**

**BRIGHTON & HOVE FOOD PARTNERSHIP**

**1. NAME**

The name of the Company is "Brighton & Hove Food Partnership

**2 REGISTERED OFFICE**

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

**3 OBJECTS**

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

To promote the benefits of a healthy, sustainable and ethical local food system

To encourage healthier and sustainable lifestyles by providing practical training, education, information and support on nutrition, cookery, food growing, health and well-being

**4. POWERS**

Without prejudice to the generality of the Objects, the Company has power to do anything within the law which promotes or helps to promote the Objects

**5. BENEFITS TO MEMBERS AND-DIRECTORS**

5 1 The company is not established or conducted for private gain Any profits or assets are used for the objects described in 3

5 2 The property and funds of the company must be used only for promoting the Objects and do not belong to the members of the company but

5 2 1 members who are not Company Directors may be employed by or enter into contracts with the company and receive reasonable payment for goods or services supplied

5 2 2 members may be paid interest at a reasonable rate on money lent to the company

5 2 3 members may be paid a reasonable rent or hiring fee for property let or hired to the company

- 5 2 4 individual members who are not Company Directors but who are beneficiaries may receive charitable benefits in that capacity
- 5 3 A Company Director must not receive any payment of money or other material benefit (whether directly or indirectly) from the company except
  - 5 3 1 as mentioned in clauses 5 2 2, 5 2 3 or 5 4
  - 5 3 2 reimbursement of reasonable out-of-pocket expenses (including travel and child-care costs) actually incurred in running the company
  - 5 3 3 an indemnity in respect of any liabilities properly incurred in running the company (including the costs of a successful defence to criminal proceedings)
  - 5 3 4 payment to any company in which a Company Director has no more than a one per cent shareholding
- 5 4 Any Company Director (or any firm or company of which a Company Director is a member or employee) may enter into a contract with the Company to supply goods or services in return for a payment or other material benefit but only if
  - 5 4 1 the goods or services are actually required by the Company
  - 5 4 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
  - 5 3 3 no more than one half of the Trustees are subject to such a contract in any financial year
- 5 5 Whenever a Company Director has a personal interest in a matter to be discussed at a meeting of the committee the Company Director concerned must
  - 5 5 1 declare an interest at or before discussion begins on the matter
  - 5 5 2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information
  - 5 5 3 not be counted in the quorum for that part of the meeting
  - 5 5 4 withdraw during the vote and have no vote on the matter

## **6. LIMITED LIABILITY**

The liability of Participating Members is limited

## **7. GUARANTEE**

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

## **8. DISSOLUTION**

- 8 1 If the Company is dissolved the assets (if any) remaining after 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 or similar to the Objects

## **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