

The Companies Act 2006

Community Interest Company Limited by Guarantee

Company number 07702358

Articles of Association
of
Chiltern Music Therapy Community Interest Company

Amended by resolution dated 23rd June 2022

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COMPANIES HOUSE

**The Companies Act 2006
Articles of Association**

of

Chiltern Music Therapy Community Interest Company

INTERPRETATION

1 DEFINED TERMS

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

COMMUNITY INTEREST COMPANY AND ASSET LOCK

2 COMMUNITY INTEREST COMPANY

- 2.1 The Company is to be a community interest company.

3 ASSET LOCK

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

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

- 3.2.1 the transfer of assets to any specified asset-locked body, or (with the consent of the Regulator) to any other asset-locked body; and

- 3.2.2 the transfer of assets made for the benefit of the community other than by way of a transfer of assets into an asset-locked body.

- 3.3 The conditions are that the transfer of assets must comply with any restrictions on the transfer of assets for less than full consideration which may be set out elsewhere in the memorandum and Articles of the Company.

- 3.4 If:

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

- 3.4.2 all its liabilities have been satisfied,

any residual assets shall be given or transferred to an asset-locked body with similar objects decided at the time and in consultation with the Regulator.

4 NOT FOR PROFIT

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

OBJECTS, POWERS AND LIMITATION OF LIABILITY

5 OBJECTS

- 5.1 The objects of the Company are to carry on activities which benefit the community and in particular (without limitation) to run music therapy and community music services.

5.2 The company is committed to strive for a caring world where music therapy is a transformative thread in everyday life. It aims to harness the power of music, inspire through human story and fascinate through science to create a network of champions.

5.3 The directors shall ensure that at all times the Company complies with the Guiding Principles.

6 POWERS

6.1 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.

7 LIMITED LIABILITY

7.1 The liability of each member is limited to £1 in all circumstances, 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:

7.1.1 payment of the Company's debts and liabilities contracted before he or she ceases to be a member; and

7.1.2 payment of the costs, charges and expenses of winding up.

8 GOVERNANCE

8.1 The Company shall be organised in a way that is in line with the Guiding Principles, using consent-based processes that invite the participation of those affected.

8.2 To steer and govern the Company, the Company has three main governing bodies: Members, a Members' council and a Board of Directors.

8.3 The Members Council shall be constituted of an elected representative group of Members. Appointment of Council members will be carried out through fair and transparent election processes accessible to all Members. The purpose of the Members' Council shall be to share with the Board of Directors in safeguarding the Company's future, enhancing its prosperity and ensuring its integrity, in line with the Guiding Principles.

8.4 The Members' Council shall:

8.4.1 act as the eyes, ears and voice of the Members, representing the interests and views of all Members;

8.4.2 monitor and provide advice and counsel to the board, and generally to provide a forum for dialogue on how to strengthen and improve company operations, decision-making processes and the overall performance of the Company's operations;

8.4.3 act as a channel of communications between the board of directors and the Members;

8.4.4 help preserve and uphold the ethos of the Company, as articulated in the Guiding Principles; and

- 8.4.5 generally to encourage the active participation of employees in the development of the Company.
- 8.5 Rules governing the operation of the Members Council, including any amendments or changes, shall be approved and published by the Directors and Member's Council.
- 8.6 The Council may ask the Board of Directors anything it wishes, and the board must answer unless doing so would in their reasonable opinion damage the Company's interests.

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

9 DIRECTORS' GENERAL AUTHORITY

- 9.1 Subject to the articles, the directors are responsible for governance and oversight of the Company's activities. They may exercise all the powers of the company, and shall do so only in order to advance the company's objects.

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

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:
- 12.1.1 to such person or committee;
 - 12.1.2 by such means (including by power of attorney);
 - 12.1.3 to such an extent;
 - 12.1.4 in relation to such matters or territories; and
 - 12.1.5 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. In the event of the Company having only one Director, a majority decision is made when that single Director makes a decision.

14 CALLING A DIRECTORS' MEETING

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

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

14.2.1 all the Directors agree; or

14.2.2 urgent circumstances require shorter notice.

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

14.4 Every notice calling a Directors' meeting must specify:

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

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

14.5 Notice of Directors' meetings need not be in Writing.

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

15 PARTICIPATION IN DIRECTORS' MEETINGS

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

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

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

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

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

16 QUORUM FOR DIRECTORS' 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 three two.

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:

- 16.3.1 to appoint further Directors; or
- 16.3.2 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.

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:
 - 19.2.1 approval from each Director must be received by one person being either such person as all the Directors have nominated in advance for that purpose or such other person as volunteers if necessary ("the Recipient"), which person may, for the avoidance of doubt, be one of the Directors;
 - 19.2.2 following receipt of responses from all of the Directors, the Recipient must communicate to all of the Directors by any means whether the resolution has been formally approved by the Directors in accordance with this Article 19.2;
 - 19.2.3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval;
 - 19.2.4 the Recipient must prepare a minute of the decision in accordance with Article 33.

20 CONFLICTS OF INTEREST

- 20.1 Whenever a Director finds himself or herself in a situation that is reasonably likely to give rise to a Conflict of Interest, he or she must declare his or her interest to the Directors unless, or except to the extent that, the other Directors are or ought reasonably to be aware of it already.
- 20.2 If any question arises as to whether a Director has a Conflict of Interest, the question shall be decided by a majority decision of the other Directors.
- 20.3 Whenever a matter is to be discussed at a meeting or decided in accordance with Article 19 and a Director has a Conflict of Interest in respect of that matter then, subject to Article 21, he or she must:
 - 20.3.1 remain only for such part of the meeting as in the view of the other Directors is

necessary to inform the debate;

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

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

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

21 DIRECTORS' POWER TO AUTHORISE A CONFLICT OF INTEREST

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

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

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

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

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

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

22 REGISTER OF DIRECTORS' INTERESTS

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 METHODS OF APPOINTING DIRECTORS

23.1 Those persons notified to the Registrar of Companies as the first Directors of the Company shall be the first Directors.

23.2 Any person 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 resolution of the Members, or by a decision of the Directors.

- 23.3 Where a Director is appointed by the Directors, their appointment must be ratified by a resolution of Members no later than the next Annual General Meeting, failing which they shall resign as a director forthwith.

24 TERMINATION OF DIRECTOR'S APPOINTMENT

- 24.1 A person ceases to be a Director as soon as:

- 24.1.1 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;
- 24.1.2 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;
- 24.1.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;
- 24.1.4 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);
- 24.1.5 the Director fails to attend three consecutive meetings of the Directors and the Directors resolve that the Director be removed for this reason;
- 24.1.6 the Director ceases to be a member.

25 DIRECTORS' REMUNERATION

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

- 25.2 Directors are entitled to such remuneration as the Members' may determine:

- 25.2.1 for their services to the Company as Directors; and
- 25.2.2 for any other service which they undertake for the Company.

- 25.3 Subject to the Articles, a Director's remuneration may:

- 25.3.1 take any form; and
- 25.3.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.

- 25.4 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.

- 25.5 Unless the Directors decide otherwise, Directors are not accountable to the Company for any remuneration which they receive as Directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

26 DIRECTORS' EXPENSES

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

- 26.1.1 meetings of Directors or committees of Directors;
- 26.1.2 general meetings; or
- 26.1.3 separate meetings of any class of members or of the holders of any debentures of the Company,

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

MEMBERS

BECOMING AND CEASING TO BE A MEMBER

27 BECOMING A MEMBER

- 27.1 The subscribers to the Memorandum are the first members of the Company.
- 27.2 Such other persons as are admitted to membership in accordance with the Articles shall be members of the Company.
- 27.3 No person shall be admitted a member of the Company unless he or she is approved by the Directors.
- 27.4 Every person who wishes to become a member shall deliver to the company an application for membership in such form (and containing such information) as the Directors require and executed by him or her.
- 27.5 Membership is open to any person who is employed by the Company, whether part time or full-time.
- 27.6 Membership is also open to other natural persons engaged on contracts to perform services on behalf of the Company, subject to minimum criteria set by the Board of Directors from time to time.

28 TERMINATION OF MEMBERSHIP

- 28.1 Membership is not transferable to anyone else.
- 28.2 Membership is terminated if:
 - 28.2.1 the member dies or ceases to exist;
 - 28.2.2 the member is no longer employed by the Company, or otherwise becomes ineligible to be a member; or
 - 28.2.3 otherwise in accordance with the Articles.

DECISION MAKING BY MEMBERS

29 MEMBERS' MEETINGS

- 29.1 The Company shall hold an annual general meeting every year. Any other meetings are special meetings. All members are entitled to attend general meetings, whether held virtually or in person.
- 29.2 General meetings shall be convened by the Directors, who shall give notice to all members as required by the Act. General meetings must be held in accordance

with the provisions regarding such meetings in the Companies Acts.

- 29.3 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.
- 29.4 Article 29.4 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.
- 29.5 General meetings shall be facilitated by a member appointed by the members in advance of the meeting or, failing that, by the members' present at the meeting.
- 29.6 Decisions of the Company at general meetings shall be made by majority-rule voting, either by show of hands or by a poll. Prior to any vote, the facilitator shall facilitate a deliberative decision-making process with the intention that the various aspects of the proposed decision have been considered by the meeting.

30 WRITTEN RESOLUTIONS

- 30.1 Subject to Article 30.3, a written resolution of the Company passed in accordance with this Article 30 shall have effect as if passed by the Company in general meeting:
 - 30.1.1 A written resolution is passed as an ordinary resolution if it is passed by a simple majority of the total voting rights of eligible members.
 - 30.1.2 A written resolution is passed as a special resolution if it is passed by members representing not less than 75% of the total voting rights of eligible members. A written resolution is not a special resolution unless it states that it was proposed as a special resolution.
- 30.2 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.
- 30.3 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.
- 30.4 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.
- 30.5 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. 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.

- 30.6 A written resolution is passed when the required majority of eligible members have signified their agreement to it.
- 30.7 A proposed written resolution lapses if it is not passed within 28 days beginning with the circulation date.

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

31 MEANS OF COMMUNICATION TO BE USED

- 31.1 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.
- 31.2 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.
- 31.3 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.

32 IRREGULARITIES

- 32.1 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.

33 MINUTES

- 33.1 The Directors must cause minutes to be made in books (which may be electronic or paper) kept for the purpose:
- 33.1.1 of all appointments of officers made by the Directors;
- 33.1.2 of all resolutions of the Company and of the Directors (including, without limitation, decisions of the Directors made without a meeting); and
- 33.1.3 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.
- 33.2 The minutes must be kept for at least ten years from the date of the meeting, resolution or decision.

34 RECORDS AND ACCOUNTS

34.1 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:

34.1.1 annual reports;

34.1.2 annual returns; and

34.1.3 annual statements of account.

34.2 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.

35 INDEMNITY

35.1 Subject to Article 35.2, a relevant Director of the Company or an associated company may be indemnified out of the Company's assets against:

35.1.1 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;

35.1.2 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

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

35.2 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.

35.3 In this Article:

35.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

35.3.2 a "relevant Director" means any Director or former Director of the Company or an associated company.

36 INSURANCE

36.1 The Company shall purchase and maintain insurance, as determined by the Directors, for the benefit of any relevant Director in respect of any relevant loss.

36.2 In this Article:

36.2.1 a "relevant Director" means any Director or former Director of the Company or an associated company;

36.2.2 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

36.2.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

37 EXCLUSION OF MODEL ARTICLES

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

SCHEDULE

INTERPRETATION

Defined terms

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

	Term	Meaning
1.1	“Address”	includes a number or address used for the purposes of sending or receiving Documents by Electronic Means;
1.2	“Articles”	the Company’s articles of association;
1.3	“asset-locked body”	means (i) a community interest company, a charity or a Permitted Industrial and Provident Society; or (ii) a body established outside the United Kingdom that is equivalent to any of those;
1.4	“bankruptcy”	includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
1.5	“Chair”	has the meaning given in Article 11;
1.6	“Circulation Date”	in relation to a written resolution, has the meaning given to it in the Companies Acts;
1.7	“Clear Days”	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
1.8	“community”	is to be construed in accordance with accordance with Section 35(5) of the Company’s (Audit) Investigations and Community Enterprise) Act 2004;
1.9	“Companies Acts”	means the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Company;
1.10	“Company”	Chiltern Music Therapy Community Interest Company;
1.11	“Conflict of Interest”	any direct or indirect interest of a Director (whether personal, by virtue of a duty of loyalty to another organisation or otherwise) that conflicts, or might conflict with the interests of the Company;
1.12	“Director”	a director of the Company, and includes any person occupying the position of director, by whatever name called;
1.13	“Document”	includes, unless otherwise indicated, any document sent or supplied in Electronic Form;
1.14	“Electronic Form” and	have the meanings respectively given to them in Section 1168 of the Companies Act 2006;

“Electronic Means”

- 1.15 **“Guiding Principles”** The guiding principles set out in Annex A.
- 1.16 **“Memorandum”** the Company’s memorandum of association;
- 1.17 **“participate”** in relation to a Directors’ meeting, has the meaning given in Article 15;
- 1.18 **“Permitted Industrial and Provident Society”** an industrial and provident society which has a restriction on the use of its assets in accordance with Regulation 4 of the Community Benefit Societies (Restriction on Use of Assets) Regulations 2006 or Regulation 4 of the Community Benefit Societies (Restriction on Use of Assets) Regulations (Northern Ireland) 2006;
- 1.19 **“the Regulator”** means the Regulator of Community Interest Companies;
- 1.20 **“Secretary”** the secretary of the Company (if any);
- 1.21 **“specified”** means specified in the memorandum or articles of association of the Company for the purposes of this paragraph;
- 1.22 **“subsidiary”** has the meaning given in section 1159 of the Companies Act 2006;
- 1.23 **“transfer”** includes every description of disposition, payment, release or distribution, and the creation or extinction of an estate or interest in, or right over, any property; and
- 1.24 **“Writing”** the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise.

2 Subject to paragraph 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.

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

Annex A - Guiding Principles

Why we exist

Our guiding principles provide a timeless framework within which we work now, and wish to work in the future. It sets out our way of doing things; the values and principles that guide us; how we work with each other and how we engage with the wider world; and what we hold dear.

The board of directors will safeguard the guiding principles and ensure that the business operates in accordance with these guiding principles, and will measure decisions or advice given against these principles. We exist to grow, nurture, and inspire people through music.

Our guiding principles are:

- To care
- To listen to those who need us
- To deepen our understanding
- To dare
- To share what we know

Our guiding principles are that we:

CARE

Above all, we care. Casting biases and judgements aside, we care equally and inclusively for everyone who comes our way. Going above and beyond, we make space to care for others, in the same way we would wish to be cared for.

LISTEN

We listen to every voice with an open heart and mind. Through listening, we learn; about our work, ourselves and all those around us, capturing all the subtle nuances of our increasingly complex world.

DEEPEN

Through deep introspection, retrospection and evaluation, together we relentlessly challenge assumptions and norms, championing best practice in our field.

DARE

Agile and flexible, we constantly evolve. Daring to reach further, we nourish ideas, integrate new practice and redefine boundaries to bravely drive change.

SHARE

We tell stories of the work we do and the knowledge we acquire, striving to ignite a passion in others. With our doors wide open, we work out loud, share our journey and give our clients a voice, that they might share theirs.

Our Principles of Working

To care to listen

What we have become, due to the experiences within our team, is experts in listening to others and giving people a voice through the power of music. We make people centre-stage in their own story, helping them tell their narratives. We listen to each other, our clients and referrers, their families and our wider networks. None of us fit in a box, and we shouldn't expect our clients to either. We strive towards an authentic, personalised approach to therapeutic input wherever possible. We must not be frightened of asking questions and getting feedback which must affect change. We must continue to challenge the way we offer and make referrals, complete assessments, run services and feedback to clients, ensuring we continue to adapt and change as the people who need us also do.

To share what we know

Sharing what we learn is a central theme in everything we do. We have a duty to share our stories - the stories of how we connect people through the power of music. To share the science we are committed to learning about, and to share the knowledge we discover from each person we work with. To share our organisational triumphs and failings is part of how we do things differently. In turn, sharing our work transparently, strengthens and builds integral relationships that remain to be the core of Chiltern Music Therapy. From connecting with organisations, caring for our clients, and nurturing our peers, sharing with others strengthens and deepens the connectedness of our organisation with others.

To challenge and evolve

From the early stages of Chiltern's conception, Rosie and Rebecca recognised the value that innovation and being open to doing things differently can create. We acknowledged the wide scope and breadth of what Music Therapy could be, for many diverse populations through many different approaches. We also recognise that if things work well, there isn't always benefit to changing that, so this is why we ask that the future members of Chiltern always remain *open* to doing things differently. Chiltern Music Therapy must continue to trailblaze and push the boundaries of what we can achieve through music. Whether it is through research, technology, adaptation or approaches, we wish for Chiltern Music Therapy to continue to be lead innovators.

Being committed to offering high quality, evolving and skilled practice regardless of our roles, and striving to be doing the best work of our life, we will need to continue to challenge complacency and utilise our life experience. Integrating deliberately developmental work, Chiltern is a living organism that should never be static and should recognise the value of progressive transformation and continuing to move forwards rather than reverting back to traditional systems or approaches.

What sort of organisation do we choose to be?

Constantly growing

We constantly grow in multiple ways - our learning, our impact, our humanity and our influence.

To continue to change, adapt and grow should remain one of our guiding principles. The commitment to continuous change is sometimes difficult, but the necessary key to our

future success. If we stagnate, we halt the change we want to make in the world. By committing to what we strive for here, people who come to our organisation can be inspired to learn more, spread the word, employ Music Therapists in their settings, take up training to become Music Therapists or Community Musicians, take up training to use music for themselves or to support others, to find or even start-up other local Music Therapy services. Ultimately, increasing our impact is the key. Whether it's internal growth of the organisation or championing external growth in the music therapy sector, we can hope to expand not only our impact but the impact of the wider music therapy profession; shining a light on why our work is needed by so many more people.

Self-Sustaining

We are sustainable - financially, emotionally, in the way we use resources, in the long term.

Self-sustainability has and always will be a driver for the long-term success of Chiltern Music Therapy. As a not-for-profit, the organisation has recognised a need to increase accessibility to Music Therapy for those who need it most. Acknowledging the value of music therapy, and the importance of arts therapies in health and social care sectors, we aspire to demonstrate the value of music therapy services to be a core part of healthcare pathways and not a charitably funded, optional extra. This means that the fundraised efforts of the organisation do not contribute to core revenue, but are channelled towards those who need it most. A diverse approach to services has traditionally grown reliable sources of funding for Chiltern Music Therapy. In the future, we wish for this blended model to continue, encompassing a combination of fundraised income with health and social care contracts. By doing so, the organisation will maintain the integrity and value of the profession, whilst being able to offer free or subsidised services to those who need it most.

Employee Owned

We place ownership where it belongs - in the hands of the people who operate the company.

Aptly, our desire to do things differently should always be reflected in our structure. Our journey and move away from traditional hierarchy to employee ownership is a central part of Chiltern's progression. Chiltern needs to be owned by the people who know us inside out; their voices are the best people to drive forward the organisation.

Employee ownership is the ultimate expression of our faith in one another. Only by living our structure from the inside out, will we be able to share our experiences with confidence. Truly living and breathing our values should mean we know how we hold ourselves and each other to account. For Chiltern Music Therapy employee ownership arises both organically and deliberately from the values and principles that the company has always held close, and reinforces an organisational culture that is inclusive and forward thinking.

CIC 14

Application¹ to alter the objects of a Community Interest Company²

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

Company Number

07702358

**Company Name in
full**

Chiltern Music Therapy Community Interest
Company

SECTION A:

COMMUNITY INTEREST COMPANY 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.³ [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 below⁴.]

Chiltern Music Therapy's activities will provide benefit to the people living across England, wherever there is a need, having continued to identify the need for its services over and above its original area of the Chiltern Hills.

Through the Music Therapy Service it will provide benefit to children and adults across the lifespan, from premature infants to end of life care, including people with; learning and/or physical disabilities, mental health difficulties, illness, injuries or acquired disability. Its Community Music activities will also provide benefit to the wider population in the health, education and care community and to anyone in the general population who could benefit from making music.

¹ 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.

² The alteration of the articles of a community interest company with respect to the statement of the company's objects does not have effect except in so far as it is approved by the CIC Regulator (regulation 13 of the Community Interest Company Regulations 2005 ("the Regulations")).

³ 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.

⁴ E.g. "the residents of Oldtown" or "those suffering from XYZ disease".

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SECTION B:

COMMUNITY INTEREST COMPANY 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 remain as a CIC. It would be useful if you were to explain how you think your company will be different from a commercial company providing similar services or products for individual or personal gain.

Activities (Tell us here what the company is being set up to do)	How will the activity benefit the community? (The community will benefit by...)
We aim to provide high quality and fully integrated music therapy services through rehabilitation and day centres, hospitals, hospices, care homes, schools, in-patient units or privately at home.	As there continues to be no major music therapy service in many areas in England, the community will benefit by having access to music therapy services in the community that are inclusive and accessible to all, regardless of age, language - spoken or communicative, emotional or physical disabilities.
The company will provide unique specialist Neuro and Medical Music Therapy services	These services will provide benefit to infants, children and adults across England, in hospital and neuro-rehabilitation settings and to individuals at home, with brain injury and neuro-disability.
We offer Community Music activities such as singing groups, instrumental lessons, and music technology sessions for the general public.	The community will benefit from Community Music programmes as the activities will be open to all members of the community and will promote health and well-being, social inclusion, community cohesion, and prevention.
We agree that if the company makes any surplus, it will be used for reinvesting in the business, such as subsidising music therapy projects in the community, buying and maintaining musical instruments and equipment, or investing in business support roles. Surplus will also be used to subsidise bursaries and free assessments to those who are not able to access music therapy services because of financial constraints.	

(Please continue on separate continuation sheet if necessary.)

COMPANY NUMBER

07702358

SECTION C:

STATEMENT REGARDING THE PROPOSED ALTERATION TO A COMMUNITY INTEREST COMPANY'S OBJECTS

1. We/I, the undersigned, declare that the company in respect of which this application is made will not be on the alteration of its objects:
 - (a) a political party;
 - (b) a political campaigning organisation; or
 - (c) a subsidiary of a political party or of a political campaigning organisation.⁵
2. We/I, the undersigned, declare that the following steps were taken to bring the proposed alteration of the objects of the company to the notice of persons affected by the company's activities.⁶ *[Insert a short description of the steps undertaken in the space below.]*

With the support of expert consultants, the process of moving to an Employee-Owned company involved many steps of consultation with the company and its staff. These included:

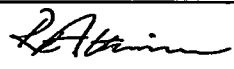
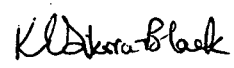

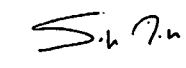


- Company-wide training and education sessions about the Employee Ownership model
- A focused steering group compiled of company members to help guide the process and ensure staff perspectives and opinions were captured
- Consultation with staff about how the company structures would change under Employee Ownership
- A company-wide nomination process for Board member election
- A company-wide nomination process for Membership Council elections
- A company-wide "opt-in" consultation process for Employee Owned membership status
- Access to ongoing external consultation and support during the first year following the move to Employee Ownership, to support the development of Board and Membership structures.

⁵ An "excluded company" cannot be a CIC. Regulation 6 of the Regulations further defines what is an excluded company (political party, political campaigning organisation or subsidiary of either). If you are unsure whether an entity falls into any of these categories, you should refer to the definitions of the terms "political party", "political campaigning organisation" and "subsidiary" (and the related terms "election", "governmental authority", "public authority" and "referendum") in regulation 2 of the Regulations.

⁶ The CIC must deliver to the CIC Regulator a statement of the steps that have been taken to bring the proposed alteration of the objects to the notice of persons affected by the company's activities (regulation 14(1)(b) of the Regulations)

SECTION D: SIGNATORIES

Each person who is a director of the company must sign the declarations.⁷

Signed		Date	21.6.2022
Signed		Date	21.6.2022
Signed		Date	21.6.2022
Signed		Date	22.06.2022
Signed		Date	22.06.2022
Signed		Date	23.06.2022

(Please continue on separate continuation sheet if necessary.)

CHECKLIST

These declarations must be accompanied by the following documents – have you included them with your application?

- (a) A Form CC04 to notify the change of the company's objects
- (b) A special resolution to alter the company's objects in its articles
- (c) A printed copy of the articles of the company, as altered
- (d) Any completed continuation sheets

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.

Chiltern Music Therapy	
Office A, Irfon House, Stones Courtyard	
Chesham	
HP5 1DE	Tel 01442 780541
DX Number	DX Exchange

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

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

*Companies registered in **Scotland**:* Companies House, 4th Floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh EH3 9FF (DX235 Edinburgh)

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

NOTES

⁷ This is required by section 14(2) of the Regulations.