

THE COMPANIES ACT 2006

SPECIAL RESOLUTION

To alter the asset-locked body

Company name: Gosfield Foundation Community Interest Company

Company number: 8880098

At a general meeting of the above Company, duly convened and held at:

Corner House, Market Place, Braintree, Essex, CM7 3HQ.

On the following date: 1st November 2018.

The following two resolutions listed in part B were passed as special resolutions:

PART B

RESOLUTION

That:

- (1) The specified asset-locked body clauses in the memorandum or articles of association shall be amended as follows:

3.5 For the purpose of this Article 3, the following asset-locked body is specified as a potential recipient of the Company's assets under Articles 3.2 and 3.4.

Name: **The Braintree District Foundation Community Interest Company.**

Company Registration Number: **9889242.**

Registered address: The Maltings. Rosemary Lane. Halstead. Essex. CO9 1HZ.

- (2) The articles of association shall be altered so as to take the form of the articles of association attached to this resolution are in substitution for, and to the exclusion of, any articles of association of the company previously registered with the Registrar of Companies.

Chairman.....
Date..... 21st February 2019.

SATURDAY



A16 *A7ZXB181* #247
23/02/2019
COMPANIES HOUSE

The Companies Act 2006

Community Interest Company Limited by Guarantee

Articles of Association

of

GOSFIELD FOUNDATION COMMUNITY INTEREST COMPANY

(CIC Limited by Guarantee, Schedule 1, Small Membership)

The Companies Act 2006
Community Interest Company Limited by Guarantee

INDEX TO THE ARTICLES

INTERPRETATION.....	1
1. Defined Terms	1
2. Community Interest Company	1
3. Asset Lock	1
4. Not for profit.....	2
OBJECTS, POWERS AND LIMITATION OF LIABILITY.....	2
5. Objects.....	2
6. Powers	2
7. Liability of members	2
DIRECTORS	2
DIRECTORS' POWERS AND RESPONSIBILITIES	2
8. Directors' general authority.....	2
9. Members' reserve power	2
10. Chair.....	2
11. Directors may delegate	3
DECISION-MAKING BY DIRECTORS	3
12. Directors to take decisions collectively	3
13. Calling a Directors' meeting	3
14. Participation in Directors' meetings.....	4
15. Quorum for Directors' meetings	4
16. Chairing of Directors' meetings.....	4
17. Decision-making at meetings	4
18. Decisions without a meeting	5
19. Conflicts of interest	5
20. Directors' power to authorise a conflict of interest.....	6
21. Register of Directors' interests	6
APPOINTMENT AND RETIREMENT OF DIRECTORS	6
22. Methods of appointing Directors	6
23. Termination of Director's appointment.....	7
24. Directors' remuneration	7
25. Directors' expenses.....	8
MEMBERS	8
BECOMING AND CEASING TO BE A MEMBER.....	8
26. <i>Becoming a member</i>	8
27. Termination of membership.....	8
DECISION MAKING BY MEMBERS	9
28. Members' meetings	9
29. Written resolutions	9
ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS.....	10
30. Means of communication to be used.....	10
31. Irregularities	10
32. Minutes.....	10
33. Records and accounts	11
34. Indemnity	11
35. Insurance.....	12

36. Exclusion of model articles.....	12
SCHEDULE.....	13

The Companies Act 2006

Articles of Association

of

GOSFIELD FOUNDATION 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.

1.2 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:

- (a) the transfer of assets to any specified asset-locked body, or (with the consent of the Regulator) to any other asset-locked body; and
- (b) the transfer of assets made for the benefit of the community other than by way of a transfer of assets into an asset-locked body.

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 the asset-locked body specified in Article 3.5 below.

3.5

For the purpose of this Article 3, the following asset-locked body is specified as a potential recipient of the Company's assets under Articles 3.2 and 3.4:

Name: **The Braintree District Foundation Community Interest Company.**

Company Registration Number: **9889242.**

Registered address: The Maltings. Rosemary Lane. Halstead. Essex. CO9 1HZ.

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

6. The objects of the Company are to carry on activities which benefit the community and in particular the residents of Gosfield, Essex and surrounding villages.

7. Powers

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

8. Liability of members

The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the Company in the event of its being wound up while he or she is a member or within one year after he or she ceases to be a member, for:

- 8.1 payment of the Company's debts and liabilities contracted before he or she ceases to be a member;
- 8.2 payment of the costs, charges and expenses of winding up; and
- 8.3 adjustment of the rights of the contributories among themselves.

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES¹

9. Directors' general authority

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

10. Members' reserve power

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

11. Chair

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

14. Any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Article 20. [In the event of the Company having only one Director, a majority decision is made when that single Director makes a decision.]

15. Calling a Directors' meeting

15.1 Any Director may call a Directors' meeting.

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

15.2.1 all the Directors agree; or

15.2.2 urgent circumstances require shorter notice.

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

15.4 Every notice calling a Directors' meeting must specify:

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

15.4.2 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.

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

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

16. Participation in Directors' meetings

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

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

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

16.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.²

16.3 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.

17. Quorum for Directors' meetings

17.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

17.2 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 60% of current directors.

17.3 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:

17.3.1 to appoint further Directors; or

17.3.2 to call a general meeting so as to enable the members to appoint further Directors.

18. Chairing of Directors' meetings

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.

19. Decision-making at meetings

19.1 Questions arising at a Directors' meeting shall be decided by a majority of votes equal to no less than 60% of current directors.

19.2 In all proceedings of Directors each Director must not have more than one vote

19.3 In case of an equality of votes, the Chair shall have a second or casting vote.

20. Decisions without a meeting

20.1 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.

20.2 A decision which is made in accordance with Article 20.1 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:

20.2.1 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;

20.2.2 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 20.2;

20.2.3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval;

20.2.4 the Recipient must prepare a minute of the decision in accordance with Article 33.

21. Conflicts of interest

21.1 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.

21.2 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.

21.3 Whenever a matter is to be discussed at a meeting or decided in accordance with Article 18 and a Director has a Conflict of Interest in respect of that matter then, subject to Article 20, he or she must:

21.3.1 remain only for such part of the meeting as in the view of the other Directors is necessary to inform the debate;

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

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

- 21.4 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.

22. Directors' power to authorise a conflict of interest

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

22.1.1 in relation to the decision to authorise a Conflict of Interest, the conflicted Director must comply with Article 19.3;

22.1.2 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;

22.1.3 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.

- 22.2 If a matter, or office, employment or position, has been authorised by the Directors in accordance with Article 22.1 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.

- 22.3 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 22.1 (subject to any limits or conditions to which such approval was subject).

23. Register of Directors' interests

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

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 decision of the Directors.

24. Termination of Director's appointment

25. A person ceases to be a Director as soon as:

- (a) that person ceases to be a Director by virtue of any provision of the Companies Act 2006, or is prohibited from being a Director by law;
- (b) a bankruptcy order is made against that person, or an order is made against that person in individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (d) the Directors reasonably believe he or she is suffering from mental disorder and incapable of acting and they resolve that he or she be removed from office;
- (e) notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least one Director will remain in office when such resignation has taken effect); or
- (f) the Director fails to attend three consecutive meetings of the Directors and the Directors resolve that the Director be removed for this reason.
- (g) the Director ceases to be a member.

26. Directors' remuneration

26.1 Directors may undertake any services for the Company that the Directors decide.

26.2 Directors are entitled to such remuneration as the Directors determine:

- (a) for their services to the Company as Directors; and
- (b) for any other service which they undertake for the Company.

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

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

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

26.5 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.

27. Directors' expenses

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

- (a) meetings of Directors or committees of Directors;
- (b) general meetings; or
- (c) 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

Becoming a member

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 Each member of the company shall be a Director.
- 27.4 No person shall be admitted a member of the Company unless he or she is approved by the Directors.
- 27.5 Every person who wishes to become a member shall deliver to the company an application for membership in such form (and containing such information) as the Directors require and executed by him or her.

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 otherwise in accordance with the Articles; or
 - 28.2.3 a member ceases to be a Director.

DECISION MAKING BY MEMBERS

29. Members' meetings

- 29.1 The Directors may call a general meeting at any time.
- 29.2 *General meetings must be held in accordance with the provisions regarding such meetings in the Companies Acts.⁴*
- 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 28.3 shall not prevent a person who is a proxy for a member or a duly authorised representative of a member from voting at a general meeting of the Company.

30. Written resolutions

- 30.1 Subject to Article 30.3, a written resolution of the Company passed in accordance with this Article 29 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.
 - 30.5.1 If the Document is sent to the Company in Hard Copy Form, it is authenticated if it bears the member's signature.

- 30.5.2 If the Document is sent to the Company by Electronic Means, it is authenticated [if it bears the member's signature] or [if the identity of the member is confirmed in a manner agreed by the Directors] or [if it is accompanied by a statement of the identity of the member and the Company has no reason to doubt the truth of that statement] or [if it is from an email Address notified by the member to the Company for the purposes of receiving Documents or information by Electronic Means].
- 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

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 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

35. 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:

35.1 annual reports;

35.2 annual returns; and

35.3 annual statements of account.

35.4 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.

36. Indemnity

36.1 Subject to Article 34.2, a relevant Director of the Company or an associated company may be indemnified out of the Company's assets against:

(a) any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company;

(b) any liability incurred by that Director in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006); and

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

36.2 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.

36.3 In this Article:

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- (b) a “relevant Director” means any Director or former Director of the Company or an associated company.

37. Insurance

37.1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant Director in respect of any relevant loss.

37.2 In this Article:

- (a) a “relevant Director” means any Director or former Director of the Company or an associated company;
- (b) a “relevant loss” means any loss or liability which has been or may be incurred by a relevant Director in connection with that Director’s duties or powers in relation to the Company, any associated company or any pension fund or employees’ share scheme of the company or associated company; and
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

38. Exclusion of model articles

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