



**FILE COPY**

**CERTIFICATE OF INCORPORATION  
OF A  
COMMUNITY INTEREST COMPANY**

Company Number **9901500**

The Registrar of Companies for England and Wales, hereby certifies that:

**MAGNETIC NORTH EAST CIC**

is this day incorporated under the Companies Act 2006 as a Community Interest Company; is a private company, that the company is limited by guarantee; and the situation of the registered office is in England and Wales



**\*N09901500B\***

Given at Companies House on **3rd December 2015**.



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

IN01

Application to register a company

1468448/45.  
BLUEPRINT

OneWorld

A fee is payable with this form  
Please see 'How to pay' on the last page

✓ **What this form is for**  
You may use this form to register a  
private or public company

✗ **What this form is NOT for**  
You cannot use this form to register  
a limited liability partnership  
this, please use form LL IN01

SAT WEDNESDAY



\*A4KY3UZE\*  
A18 25/11/2015 #132  
COMPANIES HOUSE  
\*A4K5YHN6\*  
A16 14/11/2015 #51  
COMPANIES HOUSE

**Part 1 Company details**

**A1 Company name**

To check if a company name is available use our WebCheck service and select  
the 'Company Name Availability Search' option

[www.companieshouse.gov.uk/info](http://www.companieshouse.gov.uk/info)

Please show the proposed company name below

Proposed company  
name in full ①

Magnetic North East CIC

For official use

9901500

→ **Filling in this form**

Please complete in typescript or in  
bold black capitals.

All fields are mandatory unless  
specified or indicated by \*

① **Duplicate names**

Duplicate names are not permitted  
A list of registered names can  
be found on our website. There  
are various rules that may affect  
your choice of name. More  
information on this is available in  
our guidance booklet GP1 at  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

**A2 Company name restrictions ①**

Please tick the box only if the proposed company name contains sensitive  
or restricted words or expressions that require you to seek comments of a  
government department or other specified body

- ☐ I confirm that the proposed company name contains sensitive or restricted  
words or expressions and that approval, where appropriate, has been  
sought of a government department or other specified body and I attach a  
copy of their response

① **Company name restrictions**

A list of sensitive or restricted  
words or expressions that require  
consent can be found in our  
guidance booklet GP1 at  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

**A3 Exemption from name ending with 'Limited' or 'Cyfyngedig' ①**

Please tick the box if you wish to apply for exemption from the requirement to  
have the name ending with 'Limited', 'Cyfyngedig' or permitted alternative

- ☒ I confirm that the above proposed company meets the conditions for  
exemption from the requirement to have a name ending with 'Limited',  
'Cyfyngedig' or permitted alternative

① **Name ending exemption**

Only private companies that are  
limited by guarantee and meet other  
specific requirements or private  
companies that are charities are  
eligible to apply for this. For more  
details, please go to our website  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

**A4 Company type ①**

Please tick the box that describes the proposed company type and members'  
liability (only one box must be ticked)

- ☐ Public limited by shares  
☐ Private limited by shares  
☒ Private limited by guarantee  
☐ Private unlimited with share capital  
☐ Private unlimited without share capital

① **Company type**

If you are unsure of your company's  
type, please go to our website  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

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## Application to register a company

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## Situation of registered office ①

Please tick the appropriate box below that describes the situation of the proposed registered office (only one box must be ticked)

- ☒ England and Wales  
☐ Wales  
☐ Scotland  
☐ Northern Ireland

## ① Registered office

Every company must have a registered office and this is the address to which the Registrar will send correspondence

For England and Wales companies, the address must be in England or Wales

For Welsh, Scottish or Northern Ireland companies, the address must be in Wales, Scotland or Northern Ireland respectively

A6

## Registered office address ①

Please give the registered office address of your company

Building name/number Time Central

Street 32 Gallowgate

Post town Newcastle Upon Tyne

County/Region Tyne And Wear

Postcode N E 1 4 B F

## ① Registered office address

You must ensure that the address shown in this section is consistent with the situation indicated in section A5

You must provide an address in England or Wales for companies to be registered in England and Wales

You must provide an address in Wales, Scotland or Northern Ireland for companies to be registered in Wales, Scotland or Northern Ireland respectively

A7

## Articles of association ①

Please choose one option only and tick one box only

Option 1

I wish to adopt one of the following model articles in its entirety Please tick only one box

- ☐ Private limited by shares  
☐ Private limited by guarantee  
☐ Public company

Option 2

I wish to adopt the following model articles with additional and/or amended provisions I attach a copy of the additional and/or amended provision(s) Please tick only one box

- ☐ Private limited by shares  
☐ Private limited by guarantee  
☐ Public company

Option 3

☒ I wish to adopt entirely bespoke articles I attach a copy of the bespoke articles to this application

① For details of which company type can adopt which model articles, please go to our website [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

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## Restricted company articles ①

Please tick the box below if the company's articles are restricted

☐

## ① Restricted company articles

Restricted company articles are those containing provision for entrenchment. For more details, please go to our website [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

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Application to register a company

**Part 2****Proposed officers**

For private companies the appointment of a secretary is optional, however, if you do decide to appoint a company secretary you must provide the relevant details. Public companies are required to appoint at least one secretary.

Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

For a secretary who is an individual, go to Section B1; For a corporate secretary, go to Section C1; For a director who is an individual, go to Section D1; For a corporate director, go to Section E1.

**Secretary****B1****Secretary appointments ①**

Please use this section to list all the secretary appointments taken on formation.  
For a corporate secretary, complete Sections C1-C4.

Title*	
Full forename(s)	
Surname	
Former name(s) ②	

**① Corporate appointments**

For corporate secretary appointments, please complete section C1-C4 instead of section B.

**Additional appointments**

If you wish to appoint more than one secretary, please use the 'Secretary appointments' continuation page.

**② Former name(s)**

Please provide any previous names (including maiden or married names) which have been used for business purposes in the last 20 years.

**B2****Secretary's service address ③**

Building name/number	
Street	
Post town	
County/Region	
Postcode	<div style="display: flex; justify-content: space-between; width: 100%;"> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> </div>
Country	

**③ Service address**

This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of secretaries as the company's registered office.

If you provide your residential address here it will appear on the public record.

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Application to register a company

**Corporate secretary****C1****Corporate secretary appointments ①**

Please use this section to list all the corporate secretary appointments taken on formation

Name of corporate body/firm

Building name/number

Street

Post town

County/Region

Postcode

Country

**① Additional appointments**

If you wish to appoint more than one corporate secretary, please use the 'Corporate secretary appointments' continuation page

**Registered or principal address**  
This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number

**C2****Location of the registry of the corporate body or firm**

Is the corporate secretary registered within the European Economic Area (EEA)?

- Yes Complete **Section C3 only**  
→ No Complete **Section C4 only**

**C3****EEA companies ②**

Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register

Where the company/firm is registered ③

Registration number

**② EEA**A full list of countries of the EEA can be found in our guidance [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

**③** This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC)

**C4****Non-EEA companies**

Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register

Legal form of the corporate body or firm

Governing law

If applicable, where the company/firm is registered ④

Registration number

**④ Non-EEA**

Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register

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Application to register a company

**Director****D1****Director appointments ①**

Please use this section to list all the director appointments taken on formation  
For a corporate director, complete Sections E1-E4.

Title*													
Full forename(s)	Andrew John												
Surname	Davison												
Former name(s) ②													
Country/State of residence ③	United Kingdom												
Nationality	British												
Month/year of birth* ④	X X <table border="1"><tr><td>m</td><td>0</td></tr><tr><td>m</td><td>9</td></tr></table> <table border="1"><tr><td>y</td><td>1</td></tr><tr><td>y</td><td>9</td></tr></table> <table border="1"><tr><td>y</td><td>6</td></tr><tr><td>y</td><td>1</td></tr></table>	m	0	m	9	y	1	y	9	y	6	y	1
m	0												
m	9												
y	1												
y	9												
y	6												
y	1												
Business occupation (if any) ⑤	Solicitor												

**① Appointments**

Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

**② Former name(s)**

Please provide any previous names (including maiden or married names) which have been used for business purposes in the last 20 years.

**③ Country/State of residence**

This is in respect of your usual residential address as stated in section D4.

**④ Month and year of birth**

Please provide month and year only.

**⑤ Business occupation**

If you have a business occupation, please enter here. If you do not, please leave blank.

**Additional appointments**

If you wish to appoint more than one director, please use the 'Director appointments' continuation page.

**D2****Director's service address ⑥**

Please complete the service address below. You must also fill in the director's usual residential address in Section D5.

Building name/number	The Company's Registered Office								
Street									
Post town									
County/Region									
Postcode	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>								
Country									

**⑥ Service address**

This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.

If you provide your residential address here it will appear on the public record.

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Application to register a company

**Director****D1****Director appointments ①**

Please use this section to list all the director appointments taken on formation  
For a corporate director, complete Sections E1-E5.

Title*	Ms
Full forename(s)	Katherine Derran
Surname	Tickell
Former name(s) ②	
Country/State of residence ③	United Kingdom
Nationality	British
Month/year of birth* ④	X   X   <input type="text" value="0"/> <input type="text" value="6"/>   <input type="text" value="1"/> <input type="text" value="9"/>   <input type="text" value="6"/> <input type="text" value="7"/>
Business occupation (if any) ⑤	Musician, Composer and Educator

**① Appointments**

Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

**② Former name(s)**

Please provide any previous names (including maiden or married names) which have been used for business purposes in the last 20 years.

**③ Country/State of residence**

This is in respect of your usual residential address as stated in section D4.

**④ Month and year of birth**

Please provide month and year only.

**⑤ Business occupation**

If you have a business occupation, please enter here. If you do not, please leave blank.

**Additional appointments**

If you wish to appoint more than one director, please use the 'Director appointments' continuation page.

**D2****Director's service address ⑥**

Please complete the service address below. You must also fill in the director's usual residential address in Section D5.

Building name/number	The Company's Registered Office
Street	
Post town	
County/Region	
Postcode	<input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/>
Country	

**⑥ Service address**

This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.

If you provide your residential address here it will appear on the public record.

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## Application to register a company

### Corporate director

**E1**

#### Corporate director appointments ①

Please use this section to list all the corporate directors taken on formation

Name of corporate  
body or firm

Building name/number

Street

Post town

County/Region

Postcode

Country

#### ① Additional appointments

If you wish to appoint more than one corporate director, please use the 'Corporate director appointments' continuation page

#### Registered or principal address

This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number

**E2**

#### Location of the registry of the corporate body or firm

Is the corporate director registered within the European Economic Area (EEA)?

→ Yes Complete **Section E3 only**

→ No Complete **Section E4 only**

**E3**

#### EEA companies ②

Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register

Where the company/  
firm is registered ②

Registration number

#### ② EEA

A full list of countries of the EEA can be found in our guidance [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

③ This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC)

**E4**

#### Non-EEA companies

Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register

Legal form of the  
corporate body  
or firm

Governing law

If applicable, where  
the company/firm is  
registered ④

If applicable, the  
registration number

#### ④ Non-EEA

Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register



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Application to register a company

**Part 3 Statement of capital**

Does your company have share capital?

→ Yes Complete the sections below

→ No Go to Part 4 (Statement of guarantee).

**F1 Share capital in pound sterling (£)**

Please complete the table below to show each class of shares held in pound sterling  
 If all your issued capital is in sterling, only complete Section F1 and then go to Section F4

Class of shares (E g Ordinary/Preference etc )	Amount paid up on each share ❶	Amount (if any) unpaid on each share ❶	Number of shares ❷	Aggregate nominal value ❸
				£
				£
				£
				£
Totals				£

**F2 Share capital in other currencies**

Please complete the table below to show any class of shares held in other currencies  
 Please complete a separate table for each currency

Currency	Class of shares (E g Ordinary/Preference etc )	Amount paid up on each share ❶	Amount (if any) unpaid on each share ❶	Number of shares ❷	Aggregate nominal value ❸
	Totals				

Currency	Class of shares (E g Ordinary/Preference etc )	Amount paid up on each share ❶	Amount (if any) unpaid on each share ❶	Number of shares ❷	Aggregate nominal value ❸
	Totals				

**F3 Totals**

Please give the total number of shares and total aggregate nominal value of issued share capital

Total number of shares	
Total aggregate nominal value ❸	

❸ Total aggregate nominal value  
 Please list total aggregate values in  
 different currencies separately For  
 example £100 + €100 + \$10 etc

❶ Including both the nominal value and any share premium

❷ Number of shares issued multiplied by nominal value of each share

Continuation Pages  
 Please use a Statement of Capital continuation  
 page if necessary

❷ Total number of issued shares in this class.

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Application to register a company

**F4** **Statement of capital** (Prescribed particulars of rights attached to shares)

	<p>Please give the prescribed particulars of rights attached to shares for each class of share shown in the statement of capital share tables in Sections F1 and F2</p>	<p><b>① Prescribed particulars of rights attached to shares</b></p>
<p>Class of share</p>		<p>The particulars are</p>
<p>Prescribed particulars ①</p>		<p>a particulars of any voting rights, including rights that arise only in certain circumstances,</p> <p>b particulars of any rights, as respects dividends, to participate in a distribution,</p> <p>c particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and</p> <p>d whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder</p> <p>A separate table must be used for each class of share</p> <p><b>Continuation pages</b> Please use the next page or a 'Statement of Capital (Prescribed particulars of rights attached to shares)' continuation page if necessary</p>

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## Application to register a company

Class of share		
Prescribed particulars ❶		<p>❶ Prescribed particulars of rights attached to shares</p> <p>The particulars are</p> <ul style="list-style-type: none"> <li>a particulars of any voting rights, including rights that arise only in certain circumstances,</li> <li>b particulars of any rights, as respects dividends, to participate in a distribution,</li> <li>c particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and</li> <li>d whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares</li> </ul> <p>A separate table must be used for each class of share</p> <p><b>Continuation pages</b> Please use a 'Statement of capital (Prescribed particulars of rights attached to shares)' continuation page if necessary</p>

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## Application to register a company

**F5**

### Initial shareholdings

This section should only be completed by companies incorporating with share capital

Please complete the details below for each subscriber

The addresses will appear on the public record. These do not need to be the subscribers' usual residential address

#### Initial shareholdings

Please list the company's subscribers in alphabetical order

Please use an 'Initial shareholdings' continuation page if necessary

Subscriber's details	Class of share	Number of shares	Currency	Nominal value of each share	Amount (if any) unpaid	Amount paid
Name						
Address						
Name						
Address						
Name						
Address						
Name						
Address						
Name						
Address						

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Application to register a company

**Part 4****Statement of guarantee**

Is your company limited by guarantee?

→ Yes Complete the sections below

→ No Go to Part 5 (Statement of compliance)

**G1****Subscribers**

Please complete this section if you are a subscriber of a company limited by guarantee. The following statement is being made by each and every person named below.

I confirm that if the company is wound up while I am a member, or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for

- payment of debts and liabilities of the company contracted before I cease to be a member,
- payment of costs, charges and expenses of winding up, and,
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below

**1 Name**

Please use capital letters

**2 Address**

The addresses in this section will appear on the public record. They do not have to be the subscribers' usual residential address.

**3 Amount guaranteed**

Any valid currency is permitted

**Continuation pages**

Please use a 'Subscribers' continuation page if necessary.

**Subscriber's details**

Forename(s) 1	Andrew John
Surname 1	Davison
Address 2	Time Central, 32 Gallowgate, Newcastle Upon Tyne, Tyne And Wear, United Kingdom
Postcode	N E 1 4 B F
Amount guaranteed 3	£10.00

**Subscriber's details**

Forename(s) 1	Katherine
Surname 1	Tickell
Address 2	Time Central, 32 Gallowgate, Newcastle Upon Tyne, Tyne And Wear, United Kingdom
Postcode	N E 1 4 B F
Amount guaranteed 3	£10 00

**Subscriber's details**

Forename(s) 1	
Surname 1	
Address 2	
Postcode	
Amount guaranteed 3	

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## Application to register a company

Subscriber's details	
Forename(s) ❶	
Surname ❶	
Address ❷	
Postcode	
Amount guaranteed ❸	

Subscriber's details	
Forename(s) ❶	
Surname ❶	
Address ❷	
Postcode	
Amount guaranteed ❸	

Subscriber's details	
Forename(s) ❶	
Surname ❶	
Address ❷	
Postcode	
Amount guaranteed ❸	

Subscriber's details	
Forename(s) ❶	
Surname ❶	
Address ❷	
Postcode	
Amount guaranteed ❸	

Subscriber's details	
Forename(s) ❶	
Surname ❶	
Address ❷	
Postcode	
Amount guaranteed ❸	

### ❶ Name

Please use capital letters

### ❷ Address

The addresses in this section will appear on the public record. They do not have to be the subscribers' usual residential address.

### ❸ Amount guaranteed

Any valid currency is permitted

### Continuation pages

Please use a 'Subscribers' continuation page if necessary

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Application to register a company

## Part 5

## Consent to act

Please tick the box to confirm consent

- ☒ The subscribers confirm that each of the persons named as a director or secretary has consented to act in that capacity

## Part 6

## Statement of compliance

This section must be completed by all companies

Is the application by an agent on behalf of all the subscribers?

- No Go to Section I1 (Statement of compliance delivered by the subscribers)  
→ Yes Go to Section I2 (Statement of compliance delivered by an agent)

### I1

### Statement of compliance delivered by the subscribers <sup>①</sup>

Please complete this section if the application is not delivered by an agent for the subscribers of the memorandum of association

I confirm that the requirements of the Companies Act 2006 as to registration have been complied with

**① Statement of compliance delivered by the subscribers**  
Every subscriber to the memorandum of association must sign the statement of compliance

#### Continuation pages

Please use a 'Statement of compliance delivered by the subscribers' continuation page if more subscribers need to sign

Subscriber's signature	Signature X <i>A Davidson</i> <i>ATD</i> X
Subscriber's signature	Signature X <i>Matthew Jones</i> <i>KT</i> X
Subscriber's signature	Signature X X
Subscriber's signature	Signature X X
Subscriber's signature	Signature X X
Subscriber's signature	Signature X X

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Application to register a company

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**Statement of compliance delivered by an agent**

Please complete this section if this application is delivered by an agent for the subscribers to the memorandum of association

Agent's name

Building name/number

Street

Post town

County/Region

Postcode

Country

I confirm that the requirements of the Companies Act 2006 as to registration have been complied with

Agent's signature

Signature

X

X



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**Presenter information**

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Annik Young

Company name C/o Muckle LLP

Address Time Central

32 Gallowgate

Post town Newcastle upon Tyne

County/Region Tyne & Wear

Postcode N E 1 4 B F

Country United Kingdom

DX

Telephone 0191 211 7912

**Certificate**

We will send your certificate to the presenter's address (shown above) or if indicated to another address shown below:

- ☐ At the registered office address (Given in Section A6).
- ☐ At the agent's address (Given in Section H2)

**Checklist**

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ You have checked that the proposed company name is available as well as the various rules that may affect your choice of name. More information can be found in guidance on our website.
- ☐ If the name of the company is the same as one already on the register as permitted by The Company LLP and Business (Names and Trading Disclosures) Regulations 2015, please attach consent.
- ☐ You have used the correct appointment sections.
- ☐ Any addresses given must be a physical location. They cannot be a PO Box number (unless part of a full service address), DX or LP (Legal Post in Scotland) number.
- ☐ The document has been signed, where indicated.
- ☐ All relevant attachments have been included.
- ☐ You have enclosed the Memorandum of Association.
- ☐ You have enclosed the correct fee.

**Important information**

Please note that all information on this form will appear on the public record, apart from information relating to usual residential addresses and date of birth.

**How to pay**

A fee is payable on this form.

Make cheques or postal orders payable to 'Companies House'. For information on fees, go to [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

**Where to send**

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

**For companies registered in England and Wales**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1

**Section 243 exemption**

If you are applying for, or have been granted a section 243 exemption, please post this whole form to the different postal address below:  
The Registrar of Companies, PO Box 4082,  
Cardiff, CF14 3WE

**Further information**

For further information, please see the guidance notes on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

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**Company Number:**

**The Companies Act 2006**

**Company Limited by Guarantee and not  
having a Share Capital**

**Memorandum of Association  
of  
Magnetic North East C I C.**

**muckle<sup>LLP</sup>**

Muckle LLP  
Time Central  
32 Gallowgate  
Newcastle upon Tyne  
NE1 4BF

**The Companies Act 2006**

**Company Limited by Guarantee and not**

**having a Share Capital**

**Memorandum of Association**

**of**

**Magnetic North East C.I.C.**

---

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company

**Name of each subscriber**

**Authentication of each subscriber**

A J Davison

X *AJ Davison*

K Tickell

X *K Tickell*

Dated *11 November* 2015

Company Number.

The Companies Act 2006

Company Limited by Guarantee and not  
having a Share Capital

Articles of Association  
of

Magnetic North East C I C

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**The Companies Act 2006**  
**Company Limited by Guarantee and not**  
**having a Share Capital**  
**Articles of Association**  
**of**  
**Magnetic North East C.I.C.**

**1 Definitions**

In these Articles the following terms shall (except where the context otherwise requires) have the following meanings

<b>2004 Act</b>	Companies (Audit, Investigations and Community Enterprise) Act 2004,
<b>2006 Act</b>	Companies Act 2006,
<b>Articles</b>	the Company's articles of association from time to time,
<b>Asset Locked Body</b>	a community interest company, Charity or Scottish Charity or a body established outside Great Britain that is equivalent to any of those persons,
<b>Chair</b>	the meaning given in Article 21,
<b>Charity</b>	(except in the phrase, "Scottish Charity") the meaning given by Section 96 of the Charities Act 1993,
<b>Clear Days</b>	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,
<b>community</b>	is to be construed in accordance with section 35 (5) of the 2004 Act,
<b>Companies Acts</b>	the Companies Acts (as defined in section 2 of the 2006 Act, including any statutory modification or re-enactment thereof for the time being in force insofar as they apply to the Company,
<b>Company</b>	Magnetic North East C I C,
<b>Director</b>	a director of the Company, including any person occupying the position of director, by whatever name called,
<b>Directors' Functions</b>	the meaning given in Article 10,
<b>Electronic Communication</b>	as defined in the Electronic Communications Act 2000,

<b>Electronic Means</b>	as defined in section 1168 of the 2006 Act,
<b>Members</b>	the members of the Company as defined in the Companies Acts,
<b>Memorandum</b>	the Company's memorandum of association from time to time,
<b>Region</b>	the North East of England and the bordering areas,
<b>Regulations</b>	the Community Interest Company Regulations 2005,
<b>Regulator</b>	the Regulator of Community Interest Companies,
<b>Relevant Quorum</b>	the meaning given in Article 20 1,
<b>Remuneration</b>	any reasonable payment or benefit received, or to be received, by a Director or employee of the Company in consideration for that Director's or employee's services to the Company, and any arrangement in connection with the payment of a pension, allowance or gratuity to or in respect of any person who is to be, is, or has been a Director or employee of the Company or any of its predecessors in business,
<b>Scottish Charity</b>	as defined in section 1(7) of the Law Reform (Miscellaneous Provisions) Scotland Act 1990,
<b>Secretary</b>	the individual appointed as secretary of the Company under Article 38 (if any), and
<b>Subsidiary</b>	the meaning given in section 1159 of the 2006 Act

## 2 Interpretation

- 2 1 Unless the context requires otherwise, words or expressions defined in
- 2 1 1 the 2006 Act,
- 2 1 2 the 2004 Act, or
- 2 1 3 the Regulations,
- have the same meaning in these Articles
- 2 2 Without prejudice to the generality of Article 2 1
- 2 2 1 "financial year" has the meaning given in the 2006 Act, and
- 2 2 2 "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, or, in Scotland, a right, title or interest in or over any property
- 2 3 The relevant model articles for a company limited by guarantee are hereby expressly excluded
- 2 4 Unless the context requires otherwise, all references to legislative provisions are to the legislation concerned as amended, repealed, re-enacted or replaced and in force from time to time

- 2 5 In these Articles words imparting the masculine gender include the feminine and neuter genders and vice versa and words in the singular include the plural and vice versa and references to persons shall include bodies corporate, unincorporated associations and partnerships
- 2 6 The index and all clause headings are included for convenience only and shall not affect the construction or interpretation of the Articles
- 2 7 References to Articles are references to these Articles and references to paragraphs and sub-paragraphs are unless otherwise stated reference to paragraphs of the Articles or references to sub-paragraphs of the paragraph in which the reference appears

### **3 Community Interest Company**

The Company is to be a community interest company

### **4 Transfer of Assets**

- 4 1 Subject to Article 4 2 the Company shall not transfer any of its assets other than for full consideration
- 4 2 Provided the condition for the transfer of assets specified in Article 4 3 is satisfied, then Article 4 1 shall not apply to, and therefore the Company shall be entitled to
- 4 2 1 transfer assets to any Asset Locked Body specified in the Articles for the purposes of this Article or (with the consent of the Regulator) to any other Asset Locked Body, and
- 4 2 2 the transfer of assets made for the benefit of the community and in furtherance of the objects of the Company other than by way of a transfer of assets to an Asset Locked Body
- 4 3 The condition to enable a transfer of assets is 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 Articles
- 4 4 If
- 4 4 1 the Company is wound up under the Insolvency Act 1986, and
- 4 4 2 all its liabilities have been satisfied,
- then any residual assets shall be given or transferred to any Asset Locked Body registered within the North East of England which has similar objects to that of the Company as the directors shall determine with the consent of the Regulator

### **5 Not for Profit**

The Company is not established or conducted for private gain, any profits or assets are to be applied solely for the benefit of the community

### **6 Objects**

The Company's objects are to carry on activities which benefit the community and, in particular, (without limitation) to promote and raise awareness of the Region's identity through music, the arts heritage and culture



## 7 Powers

The Company has the following powers in furtherance of its objects

- 7 1 to purchase, take on lease or on hire or otherwise acquire, develop, sell, hire out, grant leases or licences or otherwise dispose of or deal with real and personal property of all and any kinds and any interest, right or privilege in it, for such consideration and on such terms as may be considered expedient,
- 7 2 to purchase, subscribe for or otherwise acquire, and hold and deal with, any shares, stocks, debentures, bonds or securities of any other company,
- 7 3 to purchase or otherwise acquire and undertake, and to supervise and manage, all or any part of the business, property, assets and liabilities of any person or company,
- 7 4 to invest and deal with the monies of the Company not immediately required for the purpose of its business in such investments or securities and in such manner as may be considered expedient, and to dispose of or otherwise vary any such investments or securities,
- 7 5 to enter into any partnership or into any arrangement for sharing profits or to amalgamate with any person or company carrying on or proposing to carry on any business,
- 7 6 to lend or advance money or give credit to such persons or companies and on such terms as may be considered expedient, and to receive money on deposit or loan from any person or company,
- 7 7 to borrow or raise money on such terms and on such security as may be considered expedient and, in particular, but without limiting the generality of the foregoing, by the issue or deposit of debentures, and to secure the repayment of any money borrowed, raised or owing by creating mortgages, charges, liens or other forms of security upon the whole or any part of the Company's undertaking, property and assets both present and future, including the Company's uncalled capital,
- 7 8 to give indemnity for, or to guarantee, support or secure the performance of all or any of the obligations of any person or company whether by personal covenant or by mortgage, charge or lien or other forms of security upon the whole or any part of the Company's undertaking, property and assets both present and future, including the Company's uncalled capital, and in particular, but without limiting the generality of the foregoing, to give indemnity for, or to guarantee, support and secure whether by personal covenant or by any such mortgage, charge, lien or other forms of security, the performance of all or any of the obligations of any company which is for the time being the Company's holding company or subsidiary or another subsidiary of any such holding company,
- 7 9 to pay for any property, assets or rights acquired by the Company, and to discharge or satisfy any debt, obligation or liability of the Company, either in cash or by any other securities which the Company has power to issue, or partly in one way and partly in another, and generally on such terms as may be considered expedient,
- 7 10 to accept payment for any property, assets or rights disposed of or dealt with or for any services rendered by the Company, or in discharge or satisfaction of any debt, obligation or liability to the Company on such terms as may be considered expedient,
- 7 11 to form, promote, finance or assist any other company, whether for the purpose of acquiring all or any of the undertaking, property and assets of the Company or for any other purpose which may be considered expedient,
- 7 12 to grant pensions, allowances, gratuities and bonuses to officers or ex-officers, employees or ex-employees of the Company or of a company which is or has been the Company's holding company or subsidiary or another subsidiary of any such holding company or to the dependants or any member of the family of such persons and pay premiums for the purchase

and provision of any such benefit and to establish and support, or to aid in the establishment and support of, any schools and any educational, scientific, literary, religious or charitable institutions or trade societies, whether such institutions or societies be solely connected with the business carried on by the Company or not, and to institute and maintain any club or other establishment or benefit fund or profit-sharing scheme calculated to advance the interests of the Company or the officers of or persons employed by the Company or the Company's holding company or subsidiary or another subsidiary of any such holding company,

- 7 13 to apply for, purchase or otherwise acquire and hold, use, develop, sell, licence or otherwise dispose of or deal with patents, copyrights, designs, trade marks, secret processes, know-how and inventions and any interest in them,
- 7 14 to remunerate any person or company rendering service to the Company in any manner and to pay all costs, charges and expenses incurred or sustained in or about the promotion and establishment of the Company and of any other company, formed, promoted, financed or assisted by the Company, or which the Company shall consider to be in the nature of preliminary expenses in relation to the Company or any such other company, including the cost of legal and other expenses of the promoters,
- 7 15 to do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors or otherwise, and
- 7 16 to do all such other things as may be incidental or conducive to the attainment of any of the objects of the Company

## **8 Limited Liability**

The liability of the members of the Company is limited

## **9 Guarantee**

Every member of the Company undertakes to contribute a sum not exceeding £10 00 to the assets of the Company if it is wound up during his, her or its membership or within one year afterwards

- 9 1 for payment of the debts and liabilities of the Company contracted before he, she or it ceased to be a member,
- 9 2 for the costs, charges and expenses of winding up, and
- 9 3 for the adjustment of the rights of the contributories among themselves

## **10 Directors' general authority to manage the Company**

- 10 1 The Directors' Functions are

- 10 1 1 to manage the Company's business, and

- 10 1 2 to exercise all the powers of the Company for any purpose connected with the Company's business

- 10 2 The Directors may delegate the Directors' Functions in accordance with these Articles

- 10 3 The Members may, by special resolution, direct the Directors to take, or refrain from taking, specific action. Such resolution shall not invalidate anything which the Directors have done prior to such resolution

**11 Directors' general authority to delegate functions**

- 11 1 Subject to the Articles, the Directors may delegate any of their functions to any person they think fit
- 11 2 The Directors must not delegate to any person who is not a Director any decision connected with
- 11 2 1 the taking of decisions by Directors, or
- 11 2 2 the appointment of a Director or the termination of a Director's appointment
- 11 3 Any delegation under Article 11 1 may authorise further delegation of the Directors' Functions by any person to whom they are delegated

**12 Committees of Directors**

- 12 1 Two or more Directors are a "committee" if the Directors have
- 12 1 1 delegated any of the Directors' Functions to them, and
- 12 1 2 indicated that they should act together in relation to that function
- 12 2 The provisions of these Articles about how the Directors take decisions shall apply, as far as possible, to the taking of decisions by committees
- 12 3 All committees formed under this Article shall regularly report to the Directors on its activities and any decision made. The Directors shall have the authority to demand that a committee should disband at any time

**13 Scope of rules**

- 13 1 References in the Articles to decisions of Directors are to decisions of Directors which are connected with their functions
- 13 2 Except where the Articles expressly provide otherwise, provisions of the Articles about how the Directors take decisions do not apply
- 13 2 1 when the Company only has one Director, or
- 13 2 2 to decisions delegated to a single Director

**14 Directors to take decisions collectively**

Any decision which the Directors take

- 14 1 must be either an unanimous decision or a majority decision, and
- 14 2 may, but need not, be taken at a meeting of Directors

**15 Majority decisions**

- 15 1 The Directors take a majority decision if
- 15 1 1 every Director has been made aware of a matter to be decided by the Directors,
- 15 1 2 all the Directors who indicate that they wish to discuss or vote on the matter have had a reasonable opportunity to communicate their views on it to each other, and
- 15 1 3 a majority of those Directors vote in favour of a particular conclusion on that matter

- 15 2 Article 15 1 does not require communication with any Director with whom it is not practicable to communicate, having regard to the urgency and importance of the matter to be decided
- 15 3 In case of an equality of votes, the Chair shall have a second or casting vote
- 15 4 A Director who is an alternate director shall be entitled in the absence of his appointer to a separate vote on behalf of his appointer in addition to his own vote
- 15 5 Except as provided by Articles 15 3 and 15 4 in all proceedings of Directors each Director must not have more than one vote
- 15 6 Directors participating in the taking of a majority decision otherwise than at a meeting of Directors
- 15 6 1 may be in different places, and may participate at different times, and
- 15 6 2 may communicate with each other by any means
- 16 **Meetings of directors**
- 16 1 Any Director may (and the Secretary, if any, must at the request of a Director) call a meeting of Directors
- 16 2 Every Director must be given reasonable notice of a meeting of Directors Every notice calling a meeting of the Directors must specify
- 16 2 1 the place, day and time of the meeting, and
- 16 2 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
- 16 3 Article 16 2 does not require notice to be given
- 16 3 1 in writing, or
- 16 3 2 to Directors to whom it is not practicable to give notice, having regard to the urgency and importance of the matters to be decided, or who have waived their entitlement to notice
- 16 4 Directors participating in a meeting of Directors
- 16 4 1 must participate at the same time, but may be in different places, and
- 16 4 2 may communicate with each other by any means
- 16 5 The Directors shall meet a minimum of 4 times per calendar year
- 17 **Conflicts of interest**
- 17 1 The Directors may, in accordance with the requirements set out in this Article 17, authorise any matter proposed to them by any Director which would, if not authorised, involve a director breaching his duty under section 175 of the 2006 Act to avoid conflicts of interest (**Conflict**)
- 17 2 Any authorisation under this Article 17 will be effective only if
- 17 2 1 the matter in question shall have been proposed by any Director for consideration at a meeting of Directors in the same way that any other matter may be proposed to the

Directors under the provisions of these Articles or in such other manner as the Directors may determine,

- 17 2 2 any requirement as to the quorum at the meeting of the Directors at which the matter is considered is met without counting the Director in question, and
  - 17 2 3 the matter was agreed to without his voting or would have been agreed to if his vote had not been counted
  - 17 3 Any authorisation of a matter under this Article 17 may (whether at any time of giving the authority or subsequently)
    - 17 3 1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised,
    - 17 3 2 be subject to such terms and for such duration, or impose such limits or conditions as the Directors may determine, and
    - 17 3 3 be terminated or varied by the Directors at any time
- This will not affect anything done by the Director prior to such termination or variation in accordance with the terms of the authorisation
- 17 4 In authorising a Conflict the Directors may decide (whether at the time of giving the authority or subsequently) that if a Director has obtained any information through his involvement in the Conflict otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person the Director is under no obligation to
    - 17 4 1 disclose such information to the Directors or to any Director or other officer or employee of the Company, or
    - 17 4 2 use or apply any such information in performing his duties as a Director,where to do so would amount to a breach of that confidence
  - 17 5 Where the directors authorise a Conflict they may provide, without limitation (whether at the time of giving the authority or subsequently) that the Director
    - 17 5 1 is excluded from discussions (whether at meetings of Directors or otherwise) related to the Conflict,
    - 17 5 2 is not given any documents or other information relating to the Conflict, or
    - 17 5 3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of Directors in relation to any resolution relating to the Conflict
  - 17 6 Where the Directors authorise a Conflict
    - 17 6 1 the Director will be obliged to conduct himself in accordance with any terms imposed by the Directors in relation to the Conflict, and
    - 17 6 2 the Director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the 2006 Act provided he acts in accordance with such terms, limits and conditions (if any) as the Directors impose in respect of its authorisation

17 7 A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds

17 8 The Directors shall cause a register of Directors' interests to be kept

## **18 Directors' Declaration of Interest**

18 1 A Director who is in any way, whether directly or indirectly interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of his interest to the other Directors before the Company enters into the transaction or arrangement in accordance with the Companies Acts

18 2 A Director who is in any way, whether directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of his interest to the other Directors as soon as is reasonably practicable in accordance with the Companies Acts, unless the interest has already been declared under Article 18 1

18 3 Subject, where applicable, to the disclosures required under Article 18 1 and Article 18 2 and to any terms and conditions imposed by the Directors in accordance with Article 17 a Director shall be entitled to vote in respect of any proposed or existing transaction or arrangement with the company in which he is interested and if he shall do so his vote shall be counted and he shall be taken into account in ascertaining whether a quorum is present

18 4 A Director need not declare an interest under Article 18 1 and/or Article 18 2 as the case may be

18 4 1 if it cannot reasonably be regarded as likely to give rise to a conflict of interest,

18 4 2 of which the Director is not aware, although for this purpose a Director is treated as being aware of matters of which he ought reasonably to be aware,

18 4 3 if, or to the extent that, the other Directors are already aware of it, and for this purpose the other Directors are treated as aware of anything of which they ought reasonably to be aware, or

18 4 4 if, or to the extent that, it concerns the terms of his service contract that have been, or are to be, considered at a board meeting

## **19 Records to be kept**

19 1 The Directors are responsible for ensuring that the Company keeps a record, in writing, of

19 1 1 every unanimous or majority decision taken by the Directors, and

19 1 2 every declaration by a Director of an interest in an actual or proposed transaction with the Company

19 2 Any record kept under Article 19 1 must be kept

19 2 1 for at least ten years from the date of the decision or declaration recorded in it,

19 2 2 together with other such records, and

19 2 3 in such a way that it is easy to distinguish such records from the Company's other records

20      **Quorum for Directors' meetings**

20 1      Subject to Article 20 2, no majority decision shall be taken by the Directors unless two (**Relevant Quorum**) participate in the process by which the decision is taken and are entitled to vote on the matter on which the decision is to be taken

20 2      If the Company has one or more Directors, but the total number of Directors is less than the Relevant Quorum, the Directors may take a majority decision

20 2 1      to appoint further Directors, or

20 2 2      that will enable the Members to appoint further Directors

21      **Chairing of Directors' meetings**

21 1      The Directors shall appoint a Director to chair the taking of all majority decisions by them and such appointment shall last until terminated or ceasing under Articles 21 2 or 21 3

21 2      If the person appointed under Article 21 1 is for any reason unable or unwilling to chair a particular majority decision making process, the Directors shall appoint another Director to chair that process

21 3      The Directors may terminate an appointment made under Article 21 1 or 21 2 at any time

22      **Directors' discretion to make further rules**

22 1      Subject to these Articles, the Directors may make any rule which they think fit about how they take decisions

22 2      The Directors must ensure that any rule which they make about how they take decisions is communicated to all persons who are Directors while that rule remains in force

23      **Defect in appointment**

23 1      This Article applies if

23 1 1      a decision is taken by the Directors, or a committee of the Directors, or a person acting as a Director, and

23 1 2      it is subsequently discovered that a person who, acting as a Director, took, or participated in taking, that decision

23 1 2 1      was not validly appointed as a Director,

23 1 2 2      had ceased to hold office as a Director at the time of the decision,

23 1 2 3      was not entitled to take that decision, or

23 1 2 4      should, in consequence of a conflict of interest, not have voted in the process by which that decision was taken

23 2      Where this Article applies

23 2 1      the discovery of any defect of the kind specified in Article 23 1 2 shall not invalidate any decision which has been taken by, or with the participation of, the person in relation to whom that defect existed, and

23 2 2      any such decision shall be as valid as if no such defect existed in relation to any person who took it or participated in taking it

## **24 Decisions without a meeting**

24 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.

24 2 A decision which is made in accordance with Article 24 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:

24 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 (**Recipient**), which person may, for the avoidance of doubt, be one of the Directors,

24 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 24 2,

24 2 3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval, and

24 2 4 the Recipient must prepare a minute of the decision in accordance with Articles 19 and 37.

## **25 Appointment of directors**

25 1 The first Directors shall be those persons notified to the Registrar of Companies upon incorporation.

25 2 Thereafter, Directors may be appointed by a decision of the Directors.

25 3 No person may be appointed as a Director:

25 3 1 unless that person (if that person is an individual) is willing to serve as a Director and has attained the age of 18 years, or

25 3 2 in circumstances which, if that person had already been a Director, would have resulted in that person ceasing to be a Director under the Articles.

25 4 The number of Directors shall be subject to a minimum of two but, unless otherwise determined by the Directors, shall be subject to no maximum.

## **26 Termination of directors' appointment and removal of directors**

A person shall cease to be a Director if:

26 1 that person ceases to be a Director by virtue of any provision of the Companies Acts, or is prohibited by law from being a Director,

26 2 any notice to the Company that that person is resigning or retiring from office as Director takes effect (except that where such resignation or retirement would otherwise lead to the Company having fewer than the minimum number of Directors, it shall not take effect until sufficient replacement Directors have been appointed),

26 3 a contract under which that person is appointed as a Director of, or personally performs services for, the Company or any of its subsidiaries terminates, and the Directors decide that that person should cease to be a Director,



26 4 the Directors decide, at a meeting of Directors, that that person should be removed from office, but such a decision shall not be taken unless the person in question has been given

26 4 1 at least fourteen Clear Days' notice in writing of the proposal to remove that person from office, specifying the circumstances alleged to justify removal from office, and

26 4 2 a reasonable opportunity of being heard by, or of making representations in writing to, the Directors, or

26 5 the Director fails to attend three consecutive meetings of the Directors and the Directors resolve that the Director be removed for this reason

## 27 **Directors' remuneration and other terms of service**

27 1 Subject to the Articles, the Company satisfying the community interest test, and any resolution passed under Article 27 2, the Directors may decide the terms (including as to remuneration) on which a Director is to perform Directors' Functions, or otherwise perform any service for the Company or any of its subsidiaries. A Directors' remuneration may take any form

27 2 The Members may by ordinary resolution limit or otherwise specify the remuneration to which any Director may be entitled, either generally or in particular cases

27 3 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day

## 28 **Directors' expenses**

The Company may meet all reasonable expenses which the Directors properly incur in connection with

28 1 the exercise of their functions, or

28 2 the performance of any other duty which they owe to, or service which they perform for, the Company or any of its subsidiaries

## 29 **Appointment of members**

29 1 The subscribers to the Memorandum are the first Members of the Company

29 2 Such other persons as agree to become Members of the Company, whose names are entered in the register of Members, and who are admitted to membership in accordance with the Articles, shall be Members of the Company

29 3 No person shall be admitted as a Member of the Company unless he, she or it is approved by the Directors and is interested in the furtherance of the objects of the Company

29 4 Every person who wishes to become a Member shall execute and deliver to the Company an application for membership in such form (and containing such information) as the Directors require

## 30 **Transfer and termination of membership**

30 1 Membership is not transferable to anyone else

30 2 Membership is terminated if

30 2 1 the Member dies or ceases to exist, or

30 2 2 a Member ceases to be a Director, or

30 2 3 otherwise in accordance with the Articles

30 3 A Member may at any time withdraw from the Company by giving at least 7 Clear Day's notice in writing to the Company

30 4 The Directors may at their entire discretion terminate the membership of any Member but that Member shall be entitled to be heard in his own defence by the Directors or a committee of the Directors. The Directors' decision shall be final

### 31 General meetings

The Directors may decide to call a general meeting at any time

### 32 Notice

32 1 Notice of general meetings shall be given to every Member, the Directors and the Company's auditors (if any)

32 2 The directors may call general meetings and, on the requisition of Members pursuant to the provisions of the Companies Acts, shall forthwith proceed to convene an extraordinary general meeting for a date not later than eight weeks after receipt of the requisition

32 3 All general meetings shall be called by at least 14 Clear Days' notice in writing

32 4 Every notice calling a general meeting shall specify

32 4 1 the place, date and time of the meeting, and

32 4 2 the general nature of the business to be transacted

32 5 If a special resolution is to be proposed, the notice shall contain a statement to that effect and set out the text of the special resolution

### 33 Quorum

33 1 No business shall be transacted at any general meeting unless a quorum is present

33 2 The quorum for a general meeting shall be two Members present in person (or, in the case of a corporate Member, by its duly appointed representative) and entitled to vote on the business to be transacted

33 3 If a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned for a minimum of seven days until such time as the Directors determine

### 34 Conduct of business - general

34 1 The Chair or, in the absence of the Chair, some other Member chosen by the Members shall preside as Chair of the general meeting

34 2 The Chair

34 2 1 may adjourn the meeting from time to time and from place to place, with the consent of a meeting at which a quorum is present, and

34 2 2 shall do so if so directed by the meeting or in accordance with the Articles

34 3 No business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place

34 4 When a meeting is adjourned for fourteen days or more, at least seven Clear Days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

34 5 Except as required by law, all decisions of the Members at a general meeting shall be made by ordinary resolution.

### 35 **Voting procedures**

35 1 A resolution put to the vote of a meeting shall be decided on a show of hands unless a poll is duly demanded, before, or on the declaration of, the show of hands. Subject to Article 35 6 every Member present in person or by proxy (or, in the case of a corporate Member, by its duly appointed representative) shall have one vote.

35 2 A person who is not a Member shall not have any right to vote at a general meeting of the Company (except as the proxy or (in the case of a corporate Member) duly authorised representative of a Member).

35 3 Articles 35 2 and 35 3 are without prejudice to any right to vote on a resolution affecting the rights attached to a class of the Company's debentures.

35 4 A declaration by the Chair that a resolution has been

35 4 1 carried,

35 4 2 carried unanimously, or by a particular majority,

35 4 3 lost, or

35 4 4 not carried by a particular majority, and

an entry to that effect in the minutes of the meeting, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

35 5 In the case of an equality of votes, the Chair shall be entitled to a casting vote in addition to any other vote he or she may have as a Member.

35 6 The proceedings at any general meeting shall not be invalidated by reason of any accidental informality or irregularity (including with regard to the giving of notice) or any want of qualification in any of the persons present or voting.

35 7 No objection shall be raised to the qualification of any voter except at the general meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the Chair whose decision shall be final and binding.

### 36 **Written Resolutions**

36 1 Subject to Article 36 3, a written resolution of the Company passed in accordance with this Article 36 shall have effect as if passed by the Company in general meeting.

36 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, and

36 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.

- 36 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 date the resolution was circulated in accordance with the Companies Acts (**Circulation Date**)
- 36 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
- 36 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 resolutions shall be sent to the Company's auditors in accordance with the Companies Acts
- 36 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
- 36 5 1 if the document is sent to the Company in hard copy form, it is authenticated if it bears the Member's signature, and
- 36 5 2 if the document is sent to the Company by Electronic Means, it is authenticated if the identity of the Member is confirmed in a manner agreed by the Directors
- 36 6 A written resolution is passed when the required majority of eligible Members have signified their agreement to it
- 36 7 A proposed written resolution lapses if it is not passed within 28 days beginning with the Circulation Date
- 37 Minutes**
- 37 1 The Directors shall cause minutes to be made, in writing and in books kept for that purpose
- 37 1 1 of all proceedings at general meetings of the Company,
- 37 1 2 of all appointments of Officers made by the Directors, and
- 37 1 3 of all resolutions of the Company and of the Directors (including without limitation, decisions of the Directors made without a meeting)
- 37 2 Any such minute, if purported to be signed by the Chair of the meeting, or by the Chair of the next succeeding general meeting, shall be sufficient evidence of the proceedings
- 37 3 The minutes must be kept for at least ten years from the date of the meeting, resolution or decision
- 38 Company Secretary**
- 38 1 Subject to the provisions of the Companies Acts, the Directors may appoint an individual to act as Company Secretary for such term and at such remuneration and upon such other conditions as they may think fit
- 38 2 The Directors may decide to remove a person from the office of Secretary at any time and such decision shall be final
- 39 Accounts and reports**
- 39 1 The Directors shall comply with the requirements of the Companies Acts and any other applicable law as to maintaining a members' register, keeping financial records, the audit or examinations of accounts and the preparation and transmission to the Registrar of Companies and the Regulator, of annual reports and accounts

39 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

#### 40 Notices

40 1 Except where the Articles provide otherwise, any notice to be given to or by any person under the Articles shall be in writing to an address for the time being notified for that purpose to the person giving the notice

40 2 The Company may give any notice to any person under the Articles

40 2 1 in person,

40 2 2 by sending it by post in a prepaid envelope addressed to that person at that person's registered address, or by leaving it at that address,

40 2 3 by fax or by Electronic Communication to an address provided for that purpose, or

40 2 4 by posting it on a website, where the recipient has been notified of such posting in a manner agreed by that person

40 3 A person present at any meeting shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called

40 4 Proof that

40 4 1 an envelope containing a notice was properly addressed, prepaid and posted, or

40 4 2 that an Electronic Communication or fax has been transmitted to the correct address or number,

shall be conclusive evidence that the notice was given

40 5 A notice shall, unless the contrary is proved, be deemed to be given

40 5 1 at the expiration of 48 hours after the envelope containing it was posted, or

40 5 2 in the case of a notice contained in an Electronic Communication or fax, at the expiration of 48 hours after the time it was transmitted

#### 41 Indemnity

41 1 Subject to the Companies Acts, a Director shall be indemnified out of the Company's assets against any expenses which that Director incurs

41 1 1 in defending civil proceedings in relation to the affairs of the Company (unless judgement is given against the Director and the judgement is final),

41 1 2 in defending criminal proceedings in relation to the affairs of the Company (unless the Director is convicted and the conviction is final),

41 1 3 in connection with any application for relief from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company (unless the Court refused to grant the Director relief, and the refusal is final)

- 41 2 Judgement, conviction or refusal of relief becomes final if the period for bringing an appeal or any further appeal has ended and any appeal brought is determined, abandoned or otherwise ceases to have effect
- 41 3 This Article is without prejudice to any other indemnity to which a Director may be entitled

# CIC 36

## Declarations on Formation of a Community Interest Company<sup>1</sup>

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

**Company Name in full**

Magnetic North East

Community Interest Company

### **SECTION A: COMMUNITY INTEREST 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<sup>2</sup>. Insert a short description of the community, or section of the community, which it is intended that the company will benefit below

1<sup>3</sup>

*The company's activities will provide benefit to ...*  
those living and working in the North East of England and bordering areas.

**COMPANY NAME**

Magnetic North East CIC

**SECTION B: Community Interest 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 proposed company is eligible to become a community interest company. 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.

<b>Activities</b> (Tell us here what the company is being set up to do)	<b>How will the activity benefit the community?</b> (The community will benefit by )
<p>Celebrate the identity of the North East of England through music, song, dance and other art forms, culture and heritage including but not limited to:</p> <ul style="list-style-type: none"><li>• Arranging/providing/facilitating tuition in the relevant art forms, including but not limited to:<ul style="list-style-type: none"><li>○ Making and playing Northumbrian Pipes</li><li>○ Fiddle</li><li>○ Harp</li><li>○ Northumberland &amp; Durham Clog dancing</li><li>○ Social dancing</li><li>○ Rapper sword dancing</li><li>○ Singing</li><li>○ Dialect</li><li>○ Poetry</li><li>○ Creative Writing</li><li>○ Film/photography</li><li>○ Composition</li><li>○ Mixed instrument ensemble</li></ul></li></ul>	<ul style="list-style-type: none"><li>• Providing opportunities for those interested to learn/develop/share/perform skills, particularly relating to the traditional art forms for the North East of England</li><li>• Raising the profile of those art forms and the people engaged in them</li><li>• Helping people to be part of a LIVING tradition and, through an awareness of where we come from, give the confidence to be able to try new things, to explore, to be fearless ... responding to contemporary society and pushing the boundaries of what we do</li><li>• Helping the region's traditions to remain relevant and to be recognised as being valuable in contemporary society</li><li>• Increasing people's self awareness, promoting social participation and increasing a sense of community.</li></ul>



- Promoting these art forms to the wider public and providing performance opportunities for artists, including by:
  - Establishing an agency
  - Establishing a record label
  - Arranging concerts, performances and tours
- Developing these art forms and enabling them to respond to each other and to external influences
- Working with other organisations with similar objectives
- Publicising and promoting these art forms in and through various media
- Promoting a sense of place by recognising and celebrating the history and heritage of the region.

If the company makes any surplus it will be used for re-investment into the company for the benefit of the community and/or making donations to Asset Locked Bodies for promotion of the objects of the Company.

(Please continue on separate sheet if necessary.)

**COMPANY NAME**

Magnetic North East CIC

**SECTION C:**

1. We/I, the undersigned, declare that the company in respect of which this application is made will not be:

- (a) a political party;
- (b) a political campaigning organisation; or
- (c) a subsidiary of a political party or of a political campaigning organisation.<sup>4</sup>

**SECTION D:**

Each person who will be a first director of the company must sign the declarations.

Signed

AJD Aspin

Date

11-11-15

Signed

KT [Signature]

Date

11-11-15

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

**CHECKLIST****Have the first directors sign the CIC36?**

This form must be accompanied by the following documents:

- (a) Memorandum of Association
- (b) Articles of Association, which comply with requirements imposed by section 32 of the Act and Part 3 of the Regulations or which are otherwise appropriate in connection with becoming a community interest company
- (c) Form IN01- you need to indicate that the proposed company is adopting bespoke articles
- (d) Any completed continuation sheets
- (e) A cheque for £35 made payable to Companies House

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.

	Tel
DX Number	DX Exchange

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

*For companies registered in England and Wales* Companies House, Crown Way, Cardiff, CF14 3UZ  
DX 33050 Cardiff

*For companies registered in Scotland* Companies House, 4<sup>th</sup> Floor, Edinburgh Quay 2, 139  
Fountainbridge, EH3 9FF DX 235 Edinburgh

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

**NOTES**

<sup>1</sup> 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

<sup>2</sup> 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.

<sup>3</sup> E.g. "the residents of Oldtown" or "those suffering from XYZ disease".

<sup>4</sup> A company is not eligible to be formed as a community interest company if it will be an "excluded company". If you are not sure whether the company which you wish to form falls into any of these categories, you should refer to the definitions of the terms "political party", "political campaigning organisation" and "subsidiary" (and of the related terms "election", "governmental authority", "public authority" and "referendum") in Regulation 2 of the Regulations before completing this form.