

CONSULTANTS FOR GOOD CIC

A Community Interest Company, Limited by Guarantee

Company No. 13429492

Incorporated 31st May 2021

ARTICLES OF ASSOCIATION

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Articles of Association of

CONSULTANTS FOR GOOD CIC

A Company Limited by Guarantee
and not having a share capital

1. Interpretations

Words and expressions used in these Articles shall have the meanings attributed to them in the Schedule at the end of the Articles. References to “the Company” mean CONSULTANTS FOR GOOD CIC

COMMUNITY INTEREST COMPANY AND ASSET LOCK

2. Community Interest Company

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 or Articles of the Company.

3.4 If—

- (a) the Company is wound up under the Insolvency Act 1986; and
- (b) all its liabilities have been satisfied

any residual assets shall be given or transferred to one or more asset-locked bodies approved by the Regulator for this purpose.

4. Not for profit

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

OBJECTS, POWERS AND LIMITATION OF LIABILITY

5. Objects

The objects of the Company are to carry on activities which benefit the community and in particular (without limitation) to support and enable third sector organisations to make a positive difference to society through—

- (a) maintaining and supporting a network of specialist consultants and trainers;
- (b) developing and applying the insights, skills, expertise, intelligence and influence of network members for the benefit of third sector organisations in ways which promote diversity and sustainability.

6. Powers

The Company has the power to do anything which is incidental or conducive to the furtherance of its objects, including—

- (a) To seek and apply for funds, and to receive donations, endowments, sponsorship fees, subscriptions and legacies from persons desiring to promote the Company's objects or any of them, and to hold funds in trust for same;
- (b) To borrow or raise or secure the payment of any money for the purposes of or in connection with the Company's objects and to mortgage or charge any part of the Company's property as security for borrowed money.

7. Limit of members' liability

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 they are a member or within one year after they cease to be a member, for—

- (a) payment of the Company's debts and liabilities contracted before the guarantor ceases to be a member;
- (b) payment of the costs, charges and expenses of winding up; and
- (c) adjustment of the rights of the contributories among themselves.

MEMBERS AND ASSOCIATES

BECOMING AND CEASING TO BE A MEMBER

8. Becoming a member

- 8.1 Application for membership may be made by consultants and trainers working in the third sector who meet such criteria as the Directors may from time to time establish.
- 8.2 The subscribers to the Memorandum are the first members of the Company.
- 8.3 Such other persons as are admitted to membership in accordance with the Articles shall be members of the Company.
- 8.4 No person shall be admitted a member of the Company unless they are approved by the Directors.
- 8.5 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 the applicant.
- 8.6 Members shall be required to pay an annual subscription as determined by the Directors.

9. Termination of membership

- 9.1 Membership is not transferable to anyone else.
- 9.2 Membership is terminated if—
 - (a) the member dies or ceases to exist;
 - (b) otherwise in accordance with the Articles;
 - (c) the member fails to pay the annual subscription three months after it became due;
 - (d) the member ceases, in the opinion of the Directors, to meet the Company's criteria for membership;
 - (e) at a meeting of the Directors at which at least half of the Directors are present, a resolution is passed resolving that the member be expelled on the ground that their continued membership is harmful to or is likely to become harmful to the interests of the Company. Such a resolution may not be

passed unless the member has been given at least 14 clear days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify expulsion, and has been afforded a reasonable opportunity of being heard by or of making written representations to the Directors.

10. Register of Members

The Company shall keep a Register of Members containing the name and address of every member, the date on which they became a member and the date on which they ceased to be a member.

11. Associates

11.1 Any individual or organisation that supports the objects of the Company but is not admitted to full membership may become an Associate at the discretion of the Directors. Associates may be invited to attend and speak at general meetings of the Company, but shall not hold voting rights or be counted for the purpose of calculating a quorum or be treated as members for any other purpose of the Articles or of statute.

11.2 Associates shall enjoy such privileges as the Directors may consider appropriate, and may be required to pay an annual subscription or other fee at the discretion of the Directors.

DIRECTORS

12. Number of Directors

12.1 There must always be a minimum of three Directors in post and, unless otherwise decided by an ordinary resolution of the members, a maximum of nine.

12.2 If the total number of Directors is less than the minimum required, the Directors must not take any decision other than a decision—

- (a) to conduct an election so as to enable the members to appoint further Directors, or
- (b) to wind up the Company.

APPOINTMENT AND RETIREMENT OF DIRECTORS

13. Election of Directors

13.1 Directors shall be elected by and from the membership. The Directors shall from time to time determine procedures for the election of Directors, which may include elections held at the Annual General Meeting, or a postal ballot of the members, or any other method considered to be effective and democratic.

13.2 In organising the election of Directors, the Directors shall have regard to securing equitable representation from amongst the various sectors, interest groups and geographical areas served by the Company.

14. Retirement cycle

14.1 At every Annual General Meeting one-third of the elected Directors shall retire from office. In the event that the number is not divisible by three, then the proportion to retire shall be that which is nearest to one-third.

14.2 The Directors to retire shall be those longest in office since they were last elected. Where there are Directors who have been in office for the same length of time then, in the absence of agreement, those to retire shall be selected by lot.

14.3 A retiring Director is eligible for re-election, provided that no-one may serve for more than nine consecutive years after which at least one year must elapse before they may again be elected or appointed as a Director.

15. Casual vacancies

The Directors may fill any casual vacancies occurring in their number from amongst the membership. A casual vacancy shall occur when there are fewer elected Directors than there were at the close of the most recent Annual General Meeting. A member appointed to fill a casual vacancy shall serve until the next Annual General Meeting, when they shall be eligible to stand for election.

16. Co-option

The Directors may co-opt one additional Director, who may but need not be a member of the Company, because of the particular skills, experience or viewpoint they will bring to the management of the Company. Any such co-option shall be for a fixed term (renewable) agreed in advance by the Directors. A co-opted Director shall not be counted when calculating the quorum for a Directors' meeting.

17. Excluded persons

Under no circumstances shall any of the following serve as a Director—

- (a) a person who is under 16 years of age;
- (b) a person who is an undischarged bankrupt or who has made a composition with their creditors generally in satisfaction of their debts;
- (c) a person who is otherwise disqualified by law from serving as a company director.

18. Termination of a Director's appointment

The office of a Director shall be immediately vacated if—

- (a) they resign their office in writing to the Company;
- (b) they cease to be a member of the Company;
- (c) they fail to attend all Directors' meeting without good reason for a period of six months, and the other Directors decide that they should vacate office as a result;
- (d) they become bankrupt or make a composition with their creditors generally, or they are otherwise disqualified by law from serving as a director of a company; or
- (e) they are removed from office by resolution of the Company at a general meeting in accordance with sections 168 and 169 of the Act.

DIRECTORS' POWERS AND RESPONSIBILITIES

19. 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.

20. Members' reserve power

20.1 The members may, by special resolution, direct the Directors to take, or refrain from taking, specific action.

20.2 No such special resolution invalidates anything which the Directors have done before the passing of the resolution.

21. Directors may delegate

21.1 The Directors may delegate any of their powers to committees or individuals, and the terms of any delegation must be recorded in the minute book. The Directors may subsequently revoke or alter a delegation.

- 21.2 The Directors may impose conditions when delegating, including the conditions that—
- (a) the relevant powers are to be exercised exclusively by the committee or person to whom they delegate;
 - (b) no expenditure may be incurred on behalf of the Company except in accordance with a budget previously agreed by the Directors, and no committee or person may bind the Company to any contract without the approval of the Directors.

22. Directors' remuneration and expenses

- 22.1 Directors are entitled to receive such reasonable remuneration as the Directors may decide for any service which they undertake for the Company.
- 22.2 All Directors may be reimbursed any reasonable expenses which they properly incur in connection with the business of the Company.

DECISION-MAKING BY DIRECTORS

23. Directors to take decisions collectively

Any decision of the Directors must be either—

- (a) a decision taken at a meeting in accordance with Article 30, or
- (b) a unanimous decision taken in accordance with Article 24.

24. Unanimous decisions

A decision of the Directors may be taken without a meeting or discussion if all the Directors indicate to each other, by any means, that they share a common view on a matter. The date of the decision shall be the date on which the last Director gives their assent and shall be recorded in the minute book.

25. Calling a Directors' meeting

- 25.1 A meeting of the Directors may be summoned by any Director by giving reasonable notice of the meeting to all the Directors. Meetings may be held without all or any of the Directors being physically present in a room. The "place" at which the meeting is to be held can be a physical location, or where the organiser of the meeting is located, or an electronic, digital or virtual location, a web address or a conference call telephone number.
- 25.2 Notice of any Directors' meeting must indicate—
- (a) its proposed date and time;
 - (b) where it is to take place; and
 - (c) 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.
- 25.3 Notice of a Directors' meeting must be given to each Director, but need not be in writing.

26. Participation in Directors' meetings

- 26.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when—
- (a) the meeting has been called and takes place in accordance with the Articles; and
 - (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 26.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.

26.3 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.

27. Quorum for Directors' meetings

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

27.2 The quorum for Directors' meetings shall be three Directors. A co-opted Director (if there is one) shall not be counted towards the quorum figure.

28. Chair

The Directors may appoint one of their number to be the Chair of the Board of Directors for such term of office as they determine, and may at any time remove the Chair from office.

29. Chairing of Directors' meetings

The Chair, if any, shall preside at each Directors' meeting. If there is no Chair, or if they are not present, the Directors present shall choose one of their number to chair the meeting.

30. Decisions made at a meeting

30.1 Questions arising at a Directors' meeting shall be decided by a majority of votes.

30.2 The Directors shall first endeavour to decide questions by consensus. By consensus is meant a situation where all those eligible to vote are in agreement upon a particular decision, or at least agree not to maintain an objection. If consensus cannot be achieved, then the question shall be put to a vote.

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

30.4 In case of an equality of votes, the Chair shall not have a second or casting vote and the resolution shall be lost.

31. Conflicts of interest

31.1 Where a Director is in any way, directly or indirectly, interested in a transaction or arrangement that is reasonably likely to give rise to a conflict of interest, they must declare this interest to the Directors unless, or except to the extent that, the other Directors are or ought reasonably to be aware of it already.

31.2 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.

31.3 Whenever a matter is to be discussed or decided and a Director has a Conflict of Interest in respect of that matter then that Director must:

- (a) remain only for such part of the meeting as, in the view of the other Directors, is necessary to inform the debate;
- (b) not be counted in the quorum for that part of the meeting; and
- (c) withdraw during the vote and have no vote on the matter.

31.4 When a Director has a Conflict of Interest which has been declared to the Directors, they shall not be in breach of their 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 them.

32. Regulations

The Directors may from time to time make, adopt and amend such regulations in the form of bylaws, standing orders, secondary rules or otherwise as they may think fit for the management, conduct and regulation of the affairs of the Company and the proceedings and powers of the Directors and

committees, provided that such regulations are not inconsistent with the Articles, and do not amount to an addition or alteration such as could only legally be made by an alteration to the Articles.

MEMBERS' DECISION-MAKING

GENERAL MEETINGS

33. Members' meetings

- 33.1 The Company shall hold at least one general meeting in every calendar year, the Annual General Meeting. Each Annual General Meeting shall be held no more than 15 months after the last.
- 33.2 The Directors may whenever they think fit convene a general meeting in addition to the AGM, and a general meeting shall be convened if demanded by 5% of the members of the Company.

34. Notice of meetings

- 34.1 All general meetings must be called by at least 14 clear days' notice to all members of the Company and to the auditors (if any). A general meeting may be called with short notice if it is so agreed by at least 90% of the members of the Company.
- 34.2 Every notice calling a general meeting must specify the place, day and time of the meeting, whether it is a general or an annual general meeting, and the general nature of the business to be transacted.
- 34.3 If a special resolution is to be proposed, the notice must include the proposed resolution and specify that it is proposed as a special resolution.
- 34.4 The notice of every general meeting must advise members of their right to appoint a proxy, and of the proxy's right to attend, speak and vote at the meeting.

35. Attendance and speaking at general meetings

- 35.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 35.2 A person is able to exercise the right to vote at a general meeting when—
- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
 - (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 35.3 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.
- 35.4 Two or more persons who are not in the same place as each other are "present" at a general meeting if their circumstances are such that if they have rights to speak and vote at that meeting, they are able to exercise them.

36. Quorum for general meetings

- 36.1 No business may be transacted at any general meeting unless a quorum is present, in person or by proxy. A quorum shall be ten members or 20% of the members of the Company, whichever is the greater number.
- 36.2 If half an hour after the time appointed for the meeting a quorum is not present, it shall stand adjourned until such time and place as the Directors may decide, and all members shall be given such notice as is practicable of the time, date and place of such an adjourned meeting. The members present at a meeting so adjourned shall constitute a quorum for that meeting only, regardless of number.

37. Chairing general meetings

The Chair (if any) or, in their absence, some other Director nominated by the Directors will preside as chair of every general meeting.

38. Adjournment

38.1 The person chairing the meeting may (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

38.2 When a meeting is adjourned for twenty-one days or more, notice of the adjourned meeting shall be given as in the case of the original meeting. Otherwise it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

39. Voting at general meetings

39.1 Decisions at general meetings shall be made by passing resolutions—

(a) Decisions involving an alteration to the Articles of Association of the Company, or to wind up the Company, and other decisions so required from time to time by statute shall be made by a special resolution. A special resolution is one passed by a majority of not less than three-quarters of the votes that are cast.

(b) All other decisions shall be made by ordinary resolution requiring a simple majority vote of the votes that are cast.

39.2 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles.

39.3 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.

39.4 Article 39.3 shall not prevent a person who is a proxy for a member from voting at a general meeting of the Company.

39.5 At any general meeting a poll vote shall be conducted if demanded by the chair or by at least two persons present and entitled to vote.

39.6 If a poll is duly demanded it shall be taken at such time and in such a manner as the chair directs, and the result of the ballot shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand for a poll may be withdrawn.

39.7 On a vote to be decided by a show of hands, every member present in person shall have one vote.

39.8 On a vote to be decided by a poll, every member present in person or by proxy shall have one vote.

39.9 In the case of an equality of votes, whether on a show of hands or on a poll, the Chair of the meeting shall not be entitled to a second or casting vote.

40. Proxy votes

40.1 A member who cannot attend a general meeting may appoint any other person to act as proxy for them by sending the Company a notice in writing (a "proxy notice") which—

(a) states the name and address of the member appointing the proxy;

(b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;

(c) is authenticated by or on behalf of the member appointing the proxy; and

(d) is delivered to the Company in accordance with any instructions contained in the notice of the general meeting to which they relate.

40.2 The proxy notice may—

- (a) specify that the proxy must vote this way or that on any particular resolution; or
- (b) authorise the proxy to vote according to their own judgement.

WRITTEN RESOLUTIONS

41. Decision by written resolution

41.1 Any decision that may be made at a general meeting of the Company may be made by written resolution, other than a decision to remove a Director or auditor before the expiry of their term of office.

41.2 A proposed written resolution shall be circulated to members and to the auditors in the same manner as notices for general meetings. Members signify their approval of the resolution if they wish to vote for it, and they may record a vote against or an abstention if they wish.

41.3 The majorities required to pass a written resolution are as follow—

- (a) for an ordinary resolution, approval is required from a simple majority of the members;
- (b) for a special resolution, approval is required from not less than 75% of the members.

41.4 The document indicating a member's vote on a written resolution may be sent to the Company as hard copy or in electronic form. A member's approval of a written resolution, once signified, may not be revoked.

41.5 A written resolution lapses if the necessary number of approvals has not been received 28 days after the first day on which copies of the resolution were circulated to members.

41.6 A written resolution is passed as soon as the required majority of eligible members have signified their agreement to it.

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

42. Means of communication to be used

Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way which the Companies Act 2006 provides for.

43. Company Secretary

The Directors may appoint a Secretary of the Company upon such terms and conditions as they think fit; and any Secretary so appointed may be removed by them.

44. Minutes

44.1 The Directors must keep minutes of all—

- (a) appointments of officers made by the Directors;
- (b) proceedings at meetings of the Company;
- (c) written resolutions passed by the Company;
- (d) meetings of the Directors and committees of Directors including—
 - the names of the Directors present at the meeting;
 - the decisions made at the meetings; and
 - where appropriate, the reasons for the decisions.

44.2 Minutes of meetings shall be kept for a minimum of 10 years.

45. Records and returns

The Directors shall comply with the requirements of the Companies Acts as to keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Regulator of—

- (a) annual reports;
- (b) annual returns; and
- (c) annual statements of account.

46. Accounts and audit

46.1 The Company shall for each financial year prepare an income and expenditure account and a balance sheet.

46.2 In accordance with the law for the time being in force the Company may choose to take advantage of the small company audit exemptions if it is eligible to do so. The Company's income and expenditure account and balance sheet shall be subject to professional audit if—

- (a) the Company's income exceeds the statutory threshold, or
- (b) an audit is demanded by 10% of the membership.

46.3 The Company must send a copy of its annual accounts and reports (no later than the date these are submitted to Companies House) to—

- (a) every member of the Company,
- (b) every holder of the Company's debentures, and
- (c) every Director and other person who is entitled to receive notice of general meetings.

47. Social audit

47.1 The Directors may decide to conduct an annual social audit in addition to any financial audit that may be undertaken. A social audit shall seek to measure the social benefits and costs of the Company's activities, its effect on beneficiaries and the wider community, and other factors, such as environmental impact, as may be agreed by the Directors.

47.2 A social audit may be commissioned from an external reporter or it may be conducted by the Company itself.

47.3 The results of any social audit shall be circulated to all members, and may be made available to others at the discretion of the Directors.

48. Indemnity

48.1 Subject to Article 48.2, 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.

48.2 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.

48.3 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.

49. Insurance

49.1 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.

49.2 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.

50. Exclusion of model articles

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

SCHEDULE

INTERPRETATION

51. Defined terms

51.1 In the Articles, unless the context requires otherwise, the following terms shall have the following meanings—

Term	Meaning
“address”	includes a number or address used for the purposes of sending or receiving documents by electronic means;
“Articles”	the Company’s articles of association;
“asset-locked body”	means (i) a community interest company, a charity or a Permitted Community Benefit Society; or (ii) a body established outside the United Kingdom that is equivalent to any of those;
“bankruptcy”	includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
“community”	is to be construed in accordance with accordance with Section 35(5) of the Company’s (Audit) Investigations and Community Enterprise) Act 2004;
“Companies Acts”	means the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Company;
“Company”	the community interest company governed by these Articles;

“conflict of interest”	any direct or indirect interest of a Director (whether personal, by virtue of a duty of loyalty to another organisation or otherwise) that conflicts, or might conflict with the interests of the Company;
“Director”	a director of the Company, and includes any person occupying the position of director, by whatever name called;
“document”	includes, unless otherwise indicated, any document sent or supplied in electronic form;
“electronic form” and “electronic means”	have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
“hard copy form”	has the meaning given to it in the Companies Act 2006;
“Memorandum”	the Company’s memorandum of association;
“participate”	in relation to a Directors’ meeting, has the meaning given in Article 26;
“Permitted Community Benefit Society”	a registered community benefit society which has a restriction on the use of its assets in accordance with Regulation 4 of the Community Benefit Societies (Restriction on Use of Assets) Regulations 2006 or Regulation 4 of the Community Benefit Societies (Restriction on Use of Assets) Regulations (Northern Ireland) 2006;
“the Regulator”	means the Regulator of Community Interest Companies;
“Secretary”	the secretary of the Company (if any);
“specified”	means specified in the articles of association of the Company for the purposes of this paragraph;
“subsidiary”	has the meaning given in section 1159 of the Companies Act 2006;
“transfer”	includes every description of disposition, payment, release or distribution, and the creation or extinction of an estate or interest in, or right over, any property; and
“writing”	the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

51.2 Subject to clause 51.3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.

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