

The Companies Act 2006

Community Interest Company Limited by Guarantee

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**Articles of Association**  
**of**  
**LymeForward C.I.C.**

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

### **Key to text colours in the document**

**Red:**

Mandatory clauses required by the CIC Regulator.

**Black:**

Non-mandatory text in the CIC Regulator's sample document, open to editing.

**Green:**

Words and clauses inserted, as permitted, to adapt the Articles to the particular circumstances of the Company.

**Purple:**

Amendments agreed by AGM held on 1 July 2019

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**The Companies Act 2006**  
**Community Interest Company Limited by Guarantee**  
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**The Companies Act 2006**  
**Articles of Association**  
**of**  
**LymeForward C.I.C.**

**INTERPRETATION**

**1. Defined Terms**

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

**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 and Articles of the Company.

3.4 If:

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

3.4.2 all its liabilities have been satisfied

any residual assets shall be given or transferred to the asset-locked body specified in Article 3.5 below.

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

Name: **The Lyme Regis Development Trust**

Charity Registration Number: **1075743**

Company Registration Number: **03501364**

Registered Office: **St Michael's Business Centre, Church Street, Lyme Regis, Dorset DT7 3DB**

**4. Not for profit**

The Company is not established or conducted for private gain: any surplus or assets are used **exclusively** 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:

- 5.1 act as the Local Area Partnership for Lyme Regis and the surrounding area, thus enabling statutory bodies, voluntary groups and organisations, and community sector providers to take a strategic overview of economic, community and environmental development within the area.
  - 5.1.1 maintaining and reviewing the Community Plan by:
    - (a) identifying local needs through consultation and evidence;
    - (b) setting priorities and targets; and
    - (c) evaluating progress.
  - 5.1.2 participating in other relevant local strategic alliances.
- 5.2 act as a means of mutual support for those who volunteer with or are employed in community activities and service provision, by:
  - 5.2.1 providing a forum for exchange of information and for debate;
  - 5.2.2 providing the services of a partnership **Manager** to:
    - (a) assist individuals and groups in fulfilling their particular objectives;
    - (b) coordinate and assist with identifying and implementing funding bids.
- 5.3 initiate projects and undertake activities that meet identified need and, where applicable, take advantage of funding opportunities.
- 5.4 enable informed local responses to public consultations.

### 6. Powers

To further its objects the Company may do all such lawful things as may further the Company's objects and, in particular, but without limitation, may borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds. These powers include, without limitation, the ability to establish social enterprises for the benefit of the community.

### 7. Liability of members

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

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

## DIRECTORS

### DIRECTORS' POWERS AND RESPONSIBILITIES

8. **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.
9. **Members' reserve power**
  - 9.1 The members may, by special resolution, direct the Directors to take, or refrain from taking, specific action.
  - 9.2 No such special resolution invalidates anything which the Directors have done before the passing of the resolution.
10. **Directors' responsibilities**
  - 10.1 The Directors' key responsibilities are:
    - 10.1.1 Governance, and compliance with these Articles and the Community Interest Statement, company law, C.I.C. regulations and all other legal obligations;
    - 10.1.2 Financial oversight and reporting;
    - 10.1.3 Providing to each Annual General Meeting a report of the Company's activities and their outcomes for the previous year, and the annual financial report.
    - 10.1.4 Human Resources, including recruitment and line management of LymeForward staff.
  - 10.2 The Directors have general responsibility for the maintenance of the Membership Register.
11. **Chair**
  - 11.1 The Directors may appoint one of their number to be the Chair of the Directors for such term of office as they determine and may at any time remove him or her from office.
  - 11.2 The Directors will appoint one of their number to act as line-manager for LymeForward staff.
  - 11.3 The Directors will appoint another of their number to be the Chair of the Steering Group (Article 14).
12. **Directors may delegate**
  - 12.1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles as they think fit.
  - 12.2 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.
13. **Committees and Groups**
  - 13.1 **Bodies** to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors.
  - 13.2 The Directors may make rules of procedure for all or any **such bodies**, which prevail over rules derived from the Articles if they are not consistent with them.

## 14. The Steering Group

- 14.1 The Company's primary committee is the Steering Group, with responsibility to:
  - 14.1.1 prioritise operational activity to best meet the Company's objects;
  - 14.1.2 keep under review the Community Plan so that:
    - (a) new issues are identified and incorporated; and
    - (b) completed projects are evaluated and written out of the Plan;
  - 14.1.3 guide and support LymeForward staff in their work.
- 14.2 The Steering Group will comprise:
  - 14.2.1 an officer or councillor from each Local Authority within the LymeForward area, each being a voting member of the Steering Group;
  - 14.2.2 up to three LymeForward members chosen by offer to or invitation from the Directors and then approved by a general meeting for this role, each being a voting member of the Steering Group;
  - 14.2.3 the Director responsible for management of LymeForward staff, being a non-voting member of the Steering Group;
  - 14.2.4 any other Director, who may attend in a non-voting capacity;
  - 14.2.5 the LymeForward **Manager**, being a non-voting member of the Steering Group, who will also act as its secretary.
- 14.3 The quorum for the Steering Group shall be three voting members.
- 14.4 Chairing the Steering Group
  - 14.4.1 The Steering Group will be chaired by the Director appointed for this purpose by the Directors.
  - 14.4.2 If this Director is unavailable, the Steering Group members present must choose one of their number to be Chair of the meeting.
  - 14.4.3 When the Steering Group is chaired as under Article 14.4.1, the Chair does not vote except when there is an equality of votes, in which case he or she may vote to resolve the matter.
  - 14.4.4 When the Steering Group is chaired as under Article 14.4.2, the Chair if normally entitled to vote may exercise an additional casting vote to resolve the matter when there is an equality of votes.
- 14.5 Calling and frequency of Steering Group meetings
  - 14.5.1 Steering Group meetings will be held as needed, with as a minimum one per cycle of general members' meetings.
  - 14.5.2 Meetings will be called by the Director serving as Chair, in consultation with the LymeForward **Manager**.
- 14.6 Term of Office for Steering Group members
  - 14.6.1 **Local Authority representatives (14.2.1) serve at the discretion of their appointing Authority.**
  - 14.6.2 **Representative LymeForward members (14.2.2) may serve for up to three years, and may stand for re-election as under Article 14.2.2.**
  - 14.6.3 **Directors and the LymeForward Manager serve for so long as they hold those positions.**



15. **LymeForward Manager**

Subject to their general duties towards the Company and their overall responsibility for its management, the Directors may delegate to the LymeForward **Manager** responsibility for, but not exclusively:

- 15.1 Day-to-day operation of the Company's activities within the framework set by the Steering Group;
- 15.2 Routine management of the Company's administrative and financial arrangements;
- 15.3 Preparation of reports and agendas for general meetings, for the Steering Group and for the Directors.

## DECISION-MAKING BY DIRECTORS

### 16. **Directors to take decisions collectively**

Any decision of the Directors must be a majority decision at a meeting or a decision taken in accordance with Article 22.

### 17. **Calling a Directors' meeting**

17.1 Two Directors may call a Directors' meeting.

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

17.2.1 all the Directors agree; or

17.2.2 urgent circumstances require shorter notice.

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

17.4 Every notice calling a Directors' meeting must specify:

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

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

17.5 Notice of Directors' meetings need not be in writing.

### 18. **Participation in Directors' meetings**

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

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

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

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

### 19. **Quorum for Directors' meetings**

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

19.2 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than two.

19.3 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision:

19.3.1 to **co-opt** further Directors; or

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

### 20. **Chairing of Directors' meetings**

The Chair, or in his or her absence another Director nominated by the Directors present, shall preside as Chair of each Directors' meeting.

**21. Decision making at a meeting**

- 21.1 Questions arising at a Directors' meeting shall be decided by a majority of votes.
- 21.2 In all proceedings of Directors each Director must not have more than one vote.
- 21.3 In case of an equality of votes, the Chair shall have a second or casting vote.

**22. Decisions without a meeting**

- 22.1 The Directors may take a unanimous decision without a Directors' meeting by indicating to each other by any means that they share a common view on a matter.
- 22.2 A decision which is made in accordance with Article 22.1 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:
  - 22.2.1 approval from each Director must be received by one Director nominated in advance for that purpose by the Directors;
  - 22.2.2 following receipt of responses from all of the Directors, the recipient Director 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 22.2;
  - 22.2.3 the date of the decision shall be the date of the communication from the recipient Director confirming formal approval;
  - 22.2.4 the recipient Director must prepare a minute of the decision in accordance with Article 47.

**23. Conflicts of interest**

- 23.1 Whenever a Director finds himself or herself in a situation that is reasonably likely to give rise to a Conflict of Interest, he or she must declare his or her interest to the Directors unless, or except to the extent that, the other Directors are or ought reasonably to be aware of it already.
- 23.2 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.
- 23.3 Whenever a matter is to be discussed at a meeting or decided in accordance with Article 22 and a Director has a Conflict of Interest in respect of that matter then he or she must:
  - 23.3.1 remain only for such part of the meeting as in the view of the other Directors is necessary to inform the debate;
  - 23.3.2 not be counted in the quorum for that part of the meeting; and
  - 23.3.3 withdraw during the vote and have no vote on the matter.
- 23.4 When a Director has a Conflict of Interest which he or she has declared to the Directors, he or she shall not be in breach of his or her duties to the Company by withholding confidential information from the Company if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her.

**24. Register of Directors' interests**

The Directors shall cause a register of Directors' interests to be kept. A Director must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared.

## APPOINTMENT AND RETIREMENT OF DIRECTORS

### 25. Methods of appointing Directors

- 25.1 Those persons notified to the Registrar of Companies as the first Directors of the Company shall be the first Directors. These Directors will stand down at the first Annual General Meeting and may be eligible for re-election as Directors as under Article 25.3.
- 25.2 Any person who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director.
- 25.3 Directors shall be elected individually at the Annual General Meeting by ordinary resolution of LymeForward members.
- 25.4 The Directors may in addition co-opt up to four other persons, whether or not members of the Company, to serve as full voting members of the Board of Directors.
- 25.5 At every Annual General Meeting, at least one third of the Directors, being the longest-serving from the date of their most recent election, shall retire from office. A retiring Director shall be eligible for re-election. Co-opted Directors shall retire at the Annual General Meeting following their co-option but shall be eligible for election as Directors by the members.
- 25.6 The total number of Directors in office at any one time shall not be less than three or (unless otherwise determined by ordinary resolution of the members) exceed seven.
- 25.7 In any case where, as a result of death, the Company has no members and no Directors, the personal representatives of the last member to have died have the right, by notice in writing, to appoint a person to be a member.
- 25.8 For the purposes of Article 25.7, where two or more members die in circumstances rendering it uncertain who was the last to die, a younger member is deemed to have survived an older member.

### 26. Termination of Director's appointment

A person ceases to be a Director as soon as:

- (a) that person ceases to be a Director by virtue of any provision of the Companies Acts, or is prohibited from being a Director by law;
- (b) a bankruptcy order is made against that person, or an order is made against that person in individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (d) notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least two Directors will remain in office when such resignation has taken effect);
- (e) the Director fails to attend three consecutive meetings of the Directors and the Directors resolve that the Director be removed for this reason; or
- (f) at a general meeting of the Company, a resolution is passed that the Director be removed from office, provided the meeting has invited the views of the Director concerned and considered the matter in the light of such views.

**27. Directors' remuneration**

- 27.1 Directors may undertake any services for the Company, additional to their roles as Directors, that the Directors decide.
- 27.2 The first Directors will take no remuneration.
- 27.3 Thereafter, for any other services which they undertake for the Company additional to their roles as Directors, Directors are entitled to such remuneration as the Directors determine.
- 27.4 Any remuneration for Directors under Article 27.3 must be reported to the Annual General Meeting.

**28. Directors' expenses**

- 28.1 The first Directors will take no expenses.
- 28.2 Thereafter the Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at:
  - (a) meetings of Directors or committees of Directors; or
  - (b) general meetings;or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

## MEMBERS

### BECOMING AND CEASING TO BE A MEMBER

#### 29. **Becoming a member**

- 29.1 The subscribers to the Memorandum are the first members of the Company.
- 29.2 Such other persons as are admitted to membership in accordance with the Articles shall be members of the Company.
- 29.3 No person shall be admitted a member of the Company unless he or she is approved by the Directors.
- 29.4 Every person who wishes to become a member shall deliver to the Company an application for membership in such form (and containing such information) as the Directors require and executed by him or her.

#### 30. **Entitlement to membership**

- 30.1 Subject to Article 29, membership is open to any individual who, whether as volunteer or employee, works for the welfare of the local area community.
- 30.2 Each member joins, and acts as, an individual not as a delegate of an organisation, in order to fulfil the purposes of membership (Article 31).
- 30.3 In cases where an individual's community work is carried out as part of a group or organisation:
  - (a) that group or organisation is not itself bound by any action taken by the individual as a member of LymeForward;
  - (b) the extent to which the individual wishes to consult with the group or organisation on matters brought to LymeForward is at the individual's discretion;
  - (c) more than one individual associated with a group or organisation may be a member, subject to the voting restriction in Article 42.6.

#### 31. **Purpose of membership**

- 31.1 Membership enables individual members to:
  - (a) draw on the knowledge, information and support of other members and of LymeForward staff and Directors in order to carry out their work more effectively than if operating without such assistance;
  - (b) contribute their own knowledge, information and support to other members and to the network of related community workers.
  - (c) decide the broad priorities of LymeForward.
- 31.2 Members are able to contribute to and participate in the development, execution and review of the Community Plan and the work of LymeForward.

#### 32. **Powers and responsibilities of members**

- 32.1 The members have ultimate control of the Company.
- 32.2 The members have a monitoring role to ensure that in its performance the Company continues:
  - (a) to meet the Community Interest test;
  - (b) to involve effectively the community in its activities and development;
  - (c) to abide by the Articles and all relevant legal obligations.

32.3 The members may exercise these responsibilities through their reserve power to direct the Directors to take, or refrain from taking, specific action (Article 9.1); their power to call general meetings (Article 34.3); to add items to the agendas of general meetings (Article 37.2); to appoint and dismiss Directors (Articles 25.3, 25.5 and 26(f)); to alter any non-mandatory Articles of Association; and to draw the attention of the CIC Regulator.

**33. Termination of membership**

33.1 Membership is not transferable to anyone else.

33.2 Membership is terminated if:

33.2.1 the member dies or ceases to exist;

33.2.2 otherwise in accordance with the Articles; or

33.2.3 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 his or her 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. A member expelled by such a resolution will nevertheless remain liable to pay to the Company any subscription or other sum owed by him or her.

33.3 Members may resign at any time by letter to the LymeForward Manager.

## ORGANISATION OF GENERAL MEETINGS

### 34. General meetings

- 34.1 General meetings must be held at least twice per year, at times to take account of the availability of current members.
- 34.2 The Directors may additionally call a general meeting at any time.
- 34.3 Under the Companies Acts, the Directors must call a general meeting if required to do so by 5% of the members, unless this right has been exercised within the preceding twelve months, in which case the requirement is 10% of the members.

### 35. Length of notice

All general meetings must be called by at least 14 Clear Days' notice; or shorter notice if it is so agreed by the members.

### 36. Contents of notice

- 36.1 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 nature of the business to be transacted.
- 36.2 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. [NB: A special resolution requires a 75% majority of those voting at a meeting.]
- 36.3 In every notice calling a meeting of the Company there must appear with reasonable prominence a statement informing the member of his or her rights to appoint another person as his or her proxy at a general meeting (Article 41.2).

### 37. Agenda

- 37.1 The agenda for the business to be transacted must be issued with at least 5 Clear Days' notice.
- 37.2 Any member may ask for an item to be added to the agenda, by communicating with the LymeForward Manager at least 10 Clear Days before the meeting. If the item is a formal resolution requiring a vote at the meeting, the names of the proposer and seconder, as under Article 42.2, must be notified at the same time.

### 38. Service of notice and agenda

Notice of general meetings and the agenda must be given to every member, to the Directors and to the auditors of the Company.

### 39. Quorum for general meetings

- 39.1 No business (other than the appointment of the Chair of the meeting) may be transacted at any general meeting unless a quorum is present.
- 39.2 Ten persons entitled to vote on the business to be transacted (each being a member or a proxy for a member) shall be a quorum.
- 39.3 If a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned to such time and place as the Steering Group may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting those present and entitled to vote shall be a quorum.



#### 40. Chairing general meetings

- 40.1 The Chair will be the Mayor of Lyme Regis or, in his or her absence, a Director.
- 40.2 If no Director is willing to act as Chair of the meeting, or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the members present in person or by proxy and entitled to vote must choose one of their number to be Chair of the meeting.

#### 41. Attendance and speaking by Directors and non-members

- 41.1 A Director may, even if not a member, attend and speak at any general meeting.
- 41.2 A member unable to attend a meeting may appoint a proxy to speak and if necessary vote on his or her behalf, provided that the name of the proxy is given to the Chair before the start of the meeting.
- 41.3 The Chair of the meeting may permit other persons who are not members of the Company to attend and speak at a general meeting.

### VOTING AT GENERAL MEETINGS

#### 42. Voting: general

- 42.1 A resolution may be put to a general meeting only through advance notice on the Agenda.
- 42.2 A resolution put to the vote of a general meeting must have a proposer and seconder, each being a member of the CIC.
- 42.3 A resolution put to the vote of a general meeting must be decided on a show of hands.
- 42.4 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.
- 42.5 Article 42.4 shall not prevent a person who is a proxy for a member from voting at a general meeting of the Company.
- 42.6 If two or more members present for a vote are associated solely and exclusively with a particular group or organisation (Article 30.3(c)), only one of such members may vote on a matter ruled by the Chair to directly affect that group or organisation.

#### 43. Votes

- 43.1 On a vote on a resolution on a show of hands at a meeting every person present in person (whether a member or proxy of a member) and entitled to vote shall have a maximum of one vote.
- 43.2 Any member unable to attend a meeting and to provide a proxy may vote on a resolution by submitting a written or emailed vote to the Chair in advance of the meeting.
- 43.3 In the case of an equality of votes the Chair of the meeting shall be entitled to a casting vote in addition to any other vote he or she may have.

#### 44. Errors and disputes

- 44.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- 44.2 Any such objection must be referred to the Chair of the meeting whose decision is final.

## ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

### 45. Means of communication to be used

- 45.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.
- 45.2 Subject to the Articles, any notice or Document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or Documents for the time being.
- 45.3 A Director may agree with the Company that notices or Documents sent to that Director in a particular way are to be deemed to have been received within an agreed time of their being sent, and for the agreed time to be less than 48 hours.

### 46. Irregularities

The proceedings at any meeting or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not referred to in the notice unless a provision of the Companies Acts specifies that such informality, irregularity or want of qualification shall invalidate it.

### 47. Minutes

- 47.1 Directors must cause minutes to be made in records kept for the purpose:
  - 47.1.1 of all appointments of staff made by the Directors;
  - 47.1.2 of all resolutions of the Company and of the Directors; and
  - 47.1.3 of all proceedings at meetings of the Company and of the Directors, and of committees of Directors, including the names of the Directors present at each such meeting;and any such minute, if signed by the Chair of the meeting at which the proceedings were had, or by the Chair of the next succeeding meeting, shall, as against any member or Director of the Company, be sufficient evidence of the proceedings.
- 47.2 The minutes must be kept for at least ten years from the date of the meeting, resolution or decision.

### 48. Records and accounts

The Directors shall comply with the requirements of the Companies Acts as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Regulator of:

- 48.1 annual reports;
- 48.2 annual returns; and
- 48.3 annual statements of account.

#### **49. Indemnity**

- 49.1 Subject to Article 49.2, 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.
- 49.2 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
- 49.3 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.

#### **50. Insurance**

- 50.1 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.
- 50.2 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.

#### **51. Exclusion of model articles**

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

## SCHEDULE INTERPRETATION

### Defined terms

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

Term	Meaning
1.1 “Address”	includes a number or address used for the purposes of sending or receiving Documents by Electronic Means
1.2 “Articles”	the Company’s articles of association
1.3 “asset-locked body”	means (i) a community interest company, a charity or a Permitted Industrial and Provident Society; or (ii) a body established outside the United Kingdom that is equivalent to any of those
1.4 “bankruptcy”	includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy
1.5 “Chair”	has the meaning given in Article 11
1.6 “chairman of the meeting”	has the meaning given in Article 40
1.7 “Clear Days”	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect
1.8 “community”	is to be construed in accordance with Section 35(5) of the Company’s (Audit) Investigations and Community Enterprise) Act 2004
1.9 “Community Interest Test”	the means by which the Company must satisfy the Regulator that its purposes could be regarded by a reasonable person as being in the community or wider public interest and that access to the benefits it provides will not be confined to an unduly restricted group
1.10 “Community Plan”	The LymeForward Community Plan 2007-2027 "How the people of Lyme and its surrounding area would like to see the town develop in the foreseeable future" and any updates
1.11 “Companies Acts” .	means the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Company
1.12 “Company”	LymeForward C.I.C.
1.13 “Conflict of Interest”	any direct or indirect interest of a Director (whether personal, by virtue of a duty of loyalty to another organisation or otherwise) that conflicts, or might conflict with the interests of the Company
1.14 “Director”	a director of the Company, and includes any person occupying the position of director, by whatever name called

<b>1.15 “Document”</b>	includes, unless otherwise indicated, any Document sent or supplied in Electronic Form
<b>1.16 “Electronic Form” and “Electronic Means”</b>	have the meanings respectively given to them in Section 1168 of the Companies Act 2006
<b>1.17 “Hard Copy Form”</b>	has the meaning given to it in the Companies Act
<b>1.18 “Local Area Partnership”</b>	the strategic partnership for Lyme Regis, Charmouth, Uplyme and the surrounding area, one of five such partnerships within West Dorset; the Partnership encourages local people, groups and organisations to work together for the good of the whole community
<b>1.19 “LymeForward area”</b>	the geographical area covered by the town and parish councils listed in 1.18
<b>1.20 “LymeForward Manager”</b>	the staff member employed by the Company to carry out the responsibilities shown in Article 15
<b>1.21 “LymeForward members”</b>	All individuals entitled to be members of the Company under the provisions of Article 30 and listed in the Membership Register
<b>1.22 “LymeForward staff”</b>	The LymeForward Manager, and any other persons who may be employed by the Company or attached under internship or apprenticeship regulations
<b>1.23 “Memorandum”</b>	the Company’s memorandum of association
<b>1.24 “paid”</b>	means paid or credited as paid
<b>1.25 “participate”</b>	in relation to a Directors’ meeting, has the meaning given in Article 18
<b>1.26 “the Regulator”</b>	means the Regulator of Community Interest Companies
<b>1.27 “specified”</b>	means specified in the memorandum and articles of association of the Company for the purposes of this paragraph
<b>1.28 “subsidiary”</b>	has the meaning given in section 1159 of the Companies Act 2006
<b>1.29 “transfer”</b>	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
<b>1.30 “Writing”</b>	the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise

2. Subject to clause 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.
3. Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles become binding on the Company.