
Articles of Association

- relating to -

Royal Tunbridge Wells Together CIC

Ref: AMB/723259-0001

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The Companies Act 2006
Articles of Association
Of
Royal Tunbridge Wells Together C.I.C.

INTERPRETATION

1. Defined Terms and Rules of Interpretation

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

COMMUNITY AND 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:

3.2.1 the transfer of assets to any asset-locked body with the consent of the Regulator; or

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

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

3.4 If:

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

3.4.2 all its liabilities have been satisfied

any residual assets shall be given or transferred to an asset-locked body with objects that are for the benefit of the community and similar to those of the Company.

4. Not for profit

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

PURPOSE, OBJECTS, POWERS AND LIMITATION OF LIABILITY

5. Purpose and Objects

5.1 The Company's purpose is to deliver the commitments of the BID Proposal and to do such things as are required to operate a Business Improvement District in Royal Tunbridge Wells as detailed in the Local Government Act 2003 and the BID Regulations (in so far as their provisions apply to the Company).

5.2 The objects of the Company are to carry on activities which benefit the business community of Royal Tunbridge Wells and in particular (without limitation) to:

5.2.1 promote Royal Tunbridge Wells as a thriving regional and national commercial centre and visitor destination;

5.2.2 encourage, promote, manage and own assets and services for the benefit of the users of Royal Tunbridge Wells including commercial and industrial users, their customers and visitors to the town;

5.2.3 promote co-operation between the various business sectors operating within, and using, the town centre;

5.2.4 collect and circulate statistics and information of all kinds;

5.2.5 publish, print and distribute such guides, brochures, books, leaflets and advertising literature as may be beneficial or advantageous to any or all of the objects of the Company;

5.2.6 provide, encourage and promote facilities and services, including the provision of Christmas lights, public benches, public art, lighting generally, street cleaning, the planning of flowers, bushes and trees and car parking facilities and to organise and operate any such transport policy as may be considered expedient;

5.2.7 undertake, sponsor or subsidise any cultural, educational, sporting or promotional events, performances or exhibitions;

5.2.8 grant donations ; and

5.2.9 undertake any other activity or service which may be considered from time to time beneficial or conducive to all or any of the objects of the Company.

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.

7. Liability of members

7.1 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:

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

FUNDING

8. Funding of the Company

- 8.1 The Company shall be principally funded by the BID Levy.
- 8.2 The Borough Council shall be responsible for the collection of the BID Levy from the BID Levy Payers.
- 8.3 The Company shall seek and secure such other sources of income as are required to ensure the promotion of the objects and fulfilment of the purpose set out in *article 5*.

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

9. Directors' general authority

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

10. Responsibilities of the Directors

- 10.1 Without prejudice to the generality of *article 9* the Directors shall review and make decisions on:
 - 10.1.1 the manner of the Company's decision making and the associated protocols to be followed in making, implementing and assessing the outcomes from decisions;
 - 10.1.2 the documented plans of the Company in advancing its purpose, as stated in *article 5.1* above, including the costs and benefits envisaged for BID Levy Payers;
 - 10.1.3 the progress and outcomes of initiatives undertaken;
 - 10.1.4 the finances of the Company, in particular its income, outgoings and any commitments made at meetings of the Board;
 - 10.1.5 applications by prospective members and Directors;
 - 10.1.6 the appointment of management and staff (who shall have documented role descriptions as agreed by the Board), suppliers, agents and contractors to the Company;
 - 10.1.7 the remit of the Company's activities with respect to other organisations including the Local Authority;

- 10.1.8 risks to the Company in fulfilling its purpose; and
 - 10.1.9 such other matters as the Board may decide.
- 10.2 The Directors shall:
- 10.2.1 ensure that an accurate and timely set of accounts is prepared annually and submitted to the Registrar of Companies and, once approved by the Board, those annual accounts shall be made available to the members on request;
 - 10.2.2 carry out an annual review of the Company's project and service activities (**Annual Review**) to assess the benefits to BID Levy Payers and ensure that a written performance report is prepared detailing what the Company has achieved in the period covered by the accounts and present the same at the AGM; and
 - 10.2.3 produce a documented plan of future Company activities, including an annual delivery plan, to be presented at the AGM (**Annual Plan**).
11. **Members' reserve power**
- 11.1 The members may, by special resolution, direct the Directors to take, or refrain from taking, specific action.
 - 11.2 No such special resolution invalidates anything which the Directors have done before the passing of the resolution.
 - 11.3 The following decisions of the Company shall be taken by special resolution of the members:
 - 11.3.1 adopting new or amended articles of association of the Company; and
 - 11.3.2 winding up the Company.
12. **Chair**
- 12.1 The Directors shall by a decision of the Directors appoint one of their number, provided he or she is not a Local Authority Person, to be the chair of the Board (the **Chair**) for such term of office as they determine.
 - 12.2 The Directors shall by a decision of the Directors appoint one of their number, provided he or she is not a Local Authority Person, to be the vice-chair of the Board (**Vice-chair**) to assume the responsibilities of the Chair if:
 - 12.2.1 the Chair is unwilling to chair a Directors' meeting; or
 - 12.2.2 the Chair is not participating in a Directors' meeting within ten minutes of the time at which it was to start.
 - 12.3 The Board may terminate the Chair or Vice-chair's appointment at any time.
13. **Directors may delegate**
- 13.1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles:

- 13.1.1 to such person or committee;
 - 13.1.2 by such means (including by power of attorney);
 - 13.1.3 to such an extent;
 - 13.1.4 in relation to such matters or territories; and
 - 13.1.5 on such terms and conditions;
- as they think fit.
- 13.2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.
 - 13.3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.
14. **Committees**
- 14.1 Committees 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.
 - 14.2 The Directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.

DECISION-MAKING BY DIRECTORS

15. **Directors to take decisions collectively**
- Any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with *article 21*.
16. **Calling a Directors' meeting**
- 16.1 Any Director may (and the Secretary, if any, must at the request of a Director) call a Directors' meeting.
 - 16.2 Directors' meetings shall take place at least once every quarter of the calendar year.
 - 16.3 A Directors' meeting must be called by at least seven Clear Days' notice unless either:
 - 16.3.1 all the Directors agree; or
 - 16.3.2 urgent circumstances require shorter notice.
 - 16.4 Notice of Directors' meetings must be given to each Director.
 - 16.5 Every notice calling a Directors' meeting must specify:
 - 16.5.1 the place, day and time of the meeting; and

- 16.5.2 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.
- 16.6 Notice of Directors' meetings need not be in Writing.
- 16.7 Notice of Directors' meetings may be sent by Electronic Means to an Address provided by the Director for the purpose.
- 17. Participation in Directors' meetings**
- 17.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:
- 17.1.1 the meeting has been called and takes place in accordance with the Articles; and
- 17.1.2 they can each communicate to all the others attending the meeting any information or opinions they have on any particular item of the business of the meeting.
- 17.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.
- 17.3 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.
- 18. Quorum for Directors' meetings**
- 18.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 18.2 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than two, and unless otherwise fixed it is five provided that:
- 18.2.1 if and so long as there are less than five Directors in office the quorum shall be two; and
- 18.2.2 for the purposes of any meeting held pursuant to *article 23* to authorise a Director's conflict, if there is only one Director besides the Director concerned and Directors with a similar interest, the quorum shall be one.
- 18.3 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:
- 18.3.1 to appoint further Directors; or
- 18.3.2 to call a general meeting so as to enable the members to appoint further Directors.
- 19. Chairing of Directors' meetings**
- 19.1 The Chair shall chair each Directors' meeting.

19.2 If the Chair is unwilling to chair the meeting or if he or she is not participating in the Directors' meeting within ten minutes of the time at which it was to start, the Vice-chair shall chair the Directors' meeting.

19.3 If no director has been appointed Chair or Vice-chair, or the Chair and Vice-chair are unwilling to chair the meeting or if neither are participating in a Directors' meeting within ten minutes of the time at which it was to start, the participating Directors must nominate one of themselves to chair it.

20. **Decision making at a meeting**

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

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

20.3 In case of an equality of votes, the person chairing the Directors' meeting shall have a second or casting vote.

21. **Decisions without a meeting**

21.1 The Directors may take a unanimous decision without a Directors' meeting 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.

21.2 A decision which is made in accordance with *article 21.1* 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:

21.2.1 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 to do so if necessary ("the Recipient"), which person may, for the avoidance of doubt, be one of the Directors;

21.2.2 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 21.2*;

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

21.2.4 the Recipient must prepare a minute of the decision in accordance with *article 56*.

22. **Conflicts of interest**

22.1 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.

- 22.2 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.
- 22.3 Whenever a matter is to be discussed at a meeting or decided in accordance with *article 21* and a Director has a Conflict of Interest in respect of that matter then, subject to *article 23*, he or she must:
- 22.3.1 remain only for such part of the meeting as in the view of the other Directors is necessary to inform the debate;
 - 22.3.2 not be counted in the quorum for that part of the meeting; and
 - 22.3.3 withdraw during the vote and have no vote on the matter.
- 22.4 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.

23. **Directors' power to authorise a conflict of interest**

- 23.1 The Directors have power to authorise a Director to be in a position of Conflict of Interest provided:
- 23.1.1 in relation to the decision to authorise a Conflict of Interest, the conflicted Director must comply with *article 22.3*;
 - 23.1.2 in authorising a Conflict of Interest, the Directors can decide the manner in which the Conflict of Interest may be dealt with and, for the avoidance of doubt, they can decide that the Director with a Conflict of Interest can participate in a vote on the matter and can be counted in the quorum;
 - 23.1.3 the decision to authorise a Conflict of Interest can impose such terms as the Directors think fit and is subject always to their right to vary or terminate the authorisation.
- 23.2 If a matter, or office, employment or position, has been authorised by the Directors in accordance with *article 23.1* then, even if he or she has been authorised to remain at the meeting by the other Directors, the Director may absent himself or herself from meetings of the Directors at which anything relating to that matter, or that office, employment or position, will or may be discussed.
- 23.3 A Director shall not be accountable to the Company for any benefit which he or she derives from any matter, or from any office, employment or position, which has been authorised by the Directors in accordance with *article 23.1* (subject to any limits or conditions to which such approval was subject).

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. Constitution of the Board

- 25.1 All Directors must be individuals who are either members of the Company or Authorised Representatives of members of the Company.
- 25.2 The number of Directors on the Board shall not be less than three and shall not be more than 14.
- 25.3 So long as they do not owe money to the Company or the Borough Council, each member is entitled to nominate one individual for appointment as a Director provided that that member or an Authorised Representative of that member is not already a Director.
- 25.4 Subject to *article 25.5* below, the Borough Council shall at all times have the right to:
- 25.4.1 appoint one Local Authority Person as a Director (**Council Director**); and
 - 25.4.2 nominate a Local Authority Person to be a non-voting representative of the Borough Council to attend and speak at Directors' meetings.
- 25.5 No Local Authority Person shall be appointed as a Council Director if by virtue of such appointment the Local Authority Directors would together constitute more than 20% of the total number of Directors and cause the Company to be a Regulated Company.
- 25.6 If a Director becomes a Local Authority Person and causes the number of Local Authority Directors to exceed the limit specified in *article 25.4* above or would by themselves constitute more than 20% of the Directors as a whole, that Director shall forthwith cease to be a Director.
- 25.7 If for any reason the Local Authority Directors together constitute more than 20% of the total number of Directors, the number of votes that may be cast in aggregate by those Local Authority Directors shall be reduced so that the aggregate number of votes which may be cast by the Local Authority Directors shall represent 19.9% of the total number of votes which may be cast by all the Directors. The votes of which Local Authority Directors are to be disregarded for this purpose shall be agreed between all the Local Authority Directors and, in default of agreement, shall be determined by lot.

26. Methods of appointing directors

Continuing Directors

- 26.1 Those persons who are Directors as at the date of the adoption of these Articles (**Continuing Directors**) shall continue as Directors of the Company until such time as they resign or are removed in accordance with the provisions of these Articles.

Council Director

- 26.2 The Local Authority Person to be appointed as Council Director by the Borough Council shall be nominated in writing to the Company, such written notice to be conclusive evidence as to who has been nominated.

- 26.3 The Council Director shall serve in post until such time as they resign or are removed, whether by the Borough Council in accordance with this article or otherwise. Without prejudice to any provisions of this *article 26*, the Borough Council may remove and replace the Council Director at any time by written notice to the Company.

Power of Board to appoint Directors

- 26.4 Subject to the provisions of these Articles, the Board shall have the power at any time to appoint a person who is willing to act to be a Director to fill a vacancy, or as an addition to the existing Board provided that the appointment does not cause the Company to be deemed to be a Regulated Company or cause the number of Directors to exceed the maximum number of Directors prescribed by *article 25.2*. Any Director so appointed by the Board shall hold office only until the following AGM when he or she shall automatically vacate office. Subject to these Articles, he or she shall be eligible for reappointment as a Director by the members at the AGM. If not so reappointed, he or she shall vacate office at the end of that meeting.

Power of members to appoint Directors

- 26.5 Subject to the provisions of these Articles, the members may by ordinary resolution appoint a person who is willing to act to be a Director to fill a vacancy, or as an addition to the existing Board provided that the appointment does not cause the Company to be deemed to be a Regulated Company or cause the number of Directors to exceed the maximum number of Directors prescribed by *article 25.2*.

- 26.6 The appointments of the following persons as Directors shall be subject to an ordinary resolution of the members at an AGM:

26.6.1 a Director retiring at the AGM pursuant to *article 26.4* and nominating himself or herself for re-appointment;

26.6.2 a person nominated by the Board for appointment at the AGM; or

26.6.3 a person nominated by a member.

- 26.7 A member wishing to nominate a person for appointment as a Director at the AGM must:

26.7.1 be entitled to attend and vote at the AGM; and

26.7.2 not less than 28 Clear Days before the date of the AGM, sign and deliver a written notice to Company stating that they intend to propose the person for appointment stating:

(a) the particulars which would, if they were so appointed, be required to be included in the Company's register of directors;

(b) a statement signed by that person of their willingness to be appointed as a director; and

(c) a written statement confirming that there are no circumstances which would prevent them holding the office of director of the Company.

Choice of Nominees

- 26.8 If the number of persons nominated for appointment as a Director (**Nominees**) at the AGM exceeds the number of vacancies, the Board shall, in accordance with such rules or procedure determined by the Directors, decide which of the Nominees shall be proposed for appointment at the AGM.

Confirmation of Appointment

- 26.9 Any appointment of a Director pursuant to these Articles shall be confirmed to the Director in question in writing and signed by another Director on behalf of the Company.

27. Termination of Director's appointment

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

27.1.1 that person ceases to be eligible by virtue of any provision in these Articles to act as Director;

27.1.2 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;

27.1.3 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;

27.1.4 a composition is made with that person's creditors generally in satisfaction of that person's debts;

27.1.5 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 three Directors will remain in office when such resignation has taken effect);

27.1.6 the Director fails to attend three consecutive meetings of the Directors and the Directors resolve that the Director be removed for this reason; or

27.1.7 that person is removed from office by a decision of the Directors, but such a decision shall not be taken unless the person in question has been given:

(a) at least 14 Clear Days' notice in writing of the proposal to remove that person from office, specifying the circumstances alleged to justify removal from office; and

(b) a reasonable opportunity of being heard by, or of making representations in writing to the Directors;

27.1.8 at a general meeting of the Company, an ordinary resolution is passed that the Director be removed from office, provided that:

(a) at least 28 Clear Days' notice in writing of the proposal to remove that person from office, specifying the circumstances alleged to justify removal from office; and

- (b) the meeting has invited the views of the Director concerned and considered the matter in the light of such views.

27.2 Any removal of a Director pursuant to these Articles shall be confirmed in writing to the Director and, if the Director is an Authorised Representative of a member, to the relevant member..

27.3 No Director shall be appointed or removed except as provided by these Articles or as provided by law.

28. **Alternate Directors**

28.1 Any Director (other than an alternate director) (the **Appointor**) may appoint any person (whether or not a Director) approved by the Directors, to be an alternate director to exercise the Appointor's powers, and carry out the Appointor's responsibilities, in relation to the taking of decisions by the Directors, in the absence of the Appointor. A person may be appointed an alternate director by more than one director.

28.2 Any appointment or removal of an alternate director must be effected by notice in writing to the Company (and to the alternate, on removal) signed by the Appointor, or in any other manner approved by the Directors.

28.3 The notice must:

28.3.1 identify the proposed alternate; and

28.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that they are willing to act as the alternate of the Director giving the notice.

28.4 An alternate director has the same rights, in relation to any decision of the Directors, as the alternate's Appointor.

28.5 Except as the Articles specify otherwise, alternate directors:

28.5.1 are deemed for all purposes to be Directors;

28.5.2 are liable for their own acts and omissions;

28.5.3 are subject to the same restrictions as their Appointors; and

28.5.4 are not deemed to be agents of or for their Appointors,

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his Appointor is a member.

28.6 A person who is an alternate director may:

28.6.1 be counted as participating for the purposes of determining whether a quorum is present at a meeting of Directors (but only if that person's Appointor is a Director and is not participating); and

- 28.6.2 participate in a unanimous decision of the Directors (but only if their Appointor is a eligible Director in relation to that decision, and does not themselves participate).
- 28.7 A Director who is also an alternate director is entitled, in the absence of their Appointor(s), to a separate vote on behalf of each Appointor (provided that an Appointor is an eligible Director in relation to that decision), in addition to their own vote on any decision of the Directors.
- 28.8 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as if they were a Director but shall not be entitled to receive from the Company any remuneration in their capacity as an alternate director except such part (if any) of the remuneration otherwise payable to the alternate's Appointor as the Appointor may by notice in writing to the Company from time to time direct.
- 28.9 An alternate director's appointment as an alternate (in respect of a particular Appointor) terminates:
- 28.9.1 when the alternate's Appointor revokes the appointment by notice to the Company and the alternate in writing specifying when it is to terminate; or
- 28.9.2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's Appointor, would result in the termination of the Appointor's appointment as a Director; or
- 28.9.3 when the alternate director's Appointor ceases to be a Director for whatever reason.
29. **Directors' remuneration**
- 29.1 Directors may undertake any services for the Company that the Directors decide.
- 29.2 Directors are entitled to such remuneration as the Directors determine:
- 29.2.1 for their services to the Company as Directors; and
- 29.2.2 for any other service which they undertake for the Company.
- 29.3 Subject to the Articles, a Director's remuneration may:
- 29.3.1 take any form; and
- 29.3.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director.
- 29.4 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.
- 29.5 Unless the Directors decide otherwise, Directors are not accountable to the Company for any remuneration which they receive as Directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

30. **Directors' expenses**

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

30.1.1 meetings of Directors or committees of Directors;

30.1.2 general meetings; or

30.1.3 separate meetings of any class of members or of the holders of any debentures of the Company,

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

MEMBERS

BECOMING AND CEASING TO BE A MEMBER

31. **Continuing Members**

31.1 Those persons whose names are entered in the register of members as at the date of the adoption of these Articles and are eligible to apply to become a member of the Company in accordance with *article 32.2* shall be members of the Company (**Continuing Members**).

31.2 Any person whose name is entered in the register of members as at the date of the adoption of these Articles who is not eligible to apply to become a member of the Company in accordance with *article 32.2* shall be removed as a member of the Company with immediate effect.

32. **Becoming a member**

32.1 Such persons as are admitted to membership in accordance with these Articles shall be members of the Company.

32.2 The following persons are eligible to apply to become a member of the Company (**Eligible Members**):

32.2.1 the Borough Council; and

32.2.2 BID Levy Payers.

32.3 Any person who is not an Eligible Member but who in the opinion of the Board is interested in promoting the objects of the Company can be invited by the Company to apply to become a member (**Voluntary Member**).

32.4 Every person who wishes to become a member must deliver to the Company an application for membership in such form (and containing such information) as the Directors require and executed by them or on their behalf.

32.5 No person shall be admitted a member of the Company unless the application for membership has been approved by the Directors and their name has been entered into the register of members of the Company.

32.6 The Directors shall approve applications from Eligible Members unless:

- 32.6.1 they are liable to pay the BID Levy and are in default in making a BID Levy payment; or
- 32.6.2 the Board reasonably believes that their membership will be harmful or is likely to be harmful to the interests of the Company.
- 32.7 Voluntary Members shall be subject to such conditions of membership as the Directors determine from time to time including (but not limited to) the requirement to pay an annual subscription fee to the Company which shall be an amount equal to 1.25% of the minimum BID Levy rate and payable on 1 April each year.
- 32.8 All members agree to be bound by the obligations on them set out in these Articles. When acting as members they shall act at all times in the best interests of the Company.
- 32.9
- 32.10 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 die have the right, by notice in writing, to appoint a person to be a member.
- 32.11 For the purposes of *article 32.10*, 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.
- 33. Local Authority Persons**
- 33.1 No Local Authority Person may be admitted to membership of the Company if, by virtue or such admission, more than 19.9% of the total voting rights of all members having the right to vote at a general meeting of the Company will be held by members who are Local Authority Persons and cause the Company to be deemed to be a Regulated Company.
- 33.2 If for any reason the Local Authority persons together have 20% or more of the total voting rights of all members having the right to vote at a general meeting, the number of votes that may be cast in aggregate by those Local Authority Persons shall be reduced so that the aggregate number of votes which may be cast by those Local Authority Persons shall represent 20% of the total number of votes which may be cast by all members at the meeting. The votes of which Local Authority Persons are to be disregarded for this purpose shall be agreed between all the Local Authority Persons and, in default of agreement, shall be determined by lot.
- 33.3 No Local Authority Person may be appointed as proxy or Authorised Representative or otherwise vote on behalf of any other non-Local Authority members of the Company.
- 33.4 No resolution for the variations of *articles 33, 25.5, 25.6 or 25.7* shall be proposed at any general meeting unless there shall first have been obtained the written consent of the Borough Council.
- 34. Authorised Representatives**
- The following provisions apply to any organisation that is a member (**Member Organisation**):

- 34.1 a Member Organisation shall nominate an individual to act as its representative (**Authorised Representative**);
- 34.2 the Member Organisation must give notice in Writing to the Company of the name of its Authorised Representative. The Authorised Representative will not be entitled to represent the Member Organisation at any meeting of the Company unless such notice has been received by the Company. The Authorised Representative may continue to represent the Member Organisation until notice in Writing is received by the Company to the contrary;
- 34.3 a Member Organisation may appoint an Authorised Representative to represent it at a particular meeting of the Company or at all meetings of the Company until notice in Writing to the contrary is received by the Company;
- 34.4 any notice in Writing received by the Company shall be conclusive evidence of the Authorised Representative's authority to represent the Member Organisation or that his or her authority has been revoked. The Company shall not be required to consider whether the Authorised Representative has been properly appointed by the Member Organisation;
- 34.5 an individual appointed by a Member Organisation to act as its Authorised Representative is entitled to exercise (on behalf of the Member Organisation) the same powers as the Member Organisation could exercise if it were an individual member;
- 34.6 on a vote on a resolution at a meeting of the Company, the Authorised Representative has the same voting rights as the Member Organisation would be entitled to if it was an individual member present in person at the meeting; and
- 34.7 the power to appoint an Authorised Representative under this *article 34* is without prejudice to any rights which the Member Organisation has under the Companies Acts and the Articles to appoint a proxy or a corporate representative.

35. **Termination of membership**

- 35.1 Membership is not transferable to anyone else.
- 35.2 Provided that the number of members will not reduce below two, a member may withdraw from membership of the Company by giving 7 Clear Days' notice to the Company in writing.
- 35.3 Membership is terminated with immediate effect if:
- 35.3.1 the member ceases to be an Eligible Member;
 - 35.3.2 the member dies or ceases to exist;
 - 35.3.3 the BID Levy or any other amount owed to the Company by a member has not been paid three months after it has become due;
 - 35.3.4 any other Article so provides; or
 - 35.3.5 either:
 - (a) the members so resolve by ordinary resolution; or

- (b) the Directors so resolve by a simple majority at a meeting of the Directors at which at least half of the Directors are present,

that the member be expelled on the grounds that they are acting contrary to the objects of the Company and their continued membership is harmful to or is likely to become harmful to the interests of the Company. Neither resolution may 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 members and Directors. A member expelled by such a resolution will nevertheless remain liable to pay to the Company the BID Levy or any subscription or other sum owed by them.

35.4 Where a member ceases to be a member:

35.4.1 no refund shall be made of the BID Levy or any subscription payment;

35.4.2 the Company must remove their name from the register of members; and

35.4.3 on removal of their name, that person or body ceases to be a member.

ORGANISATION OF GENERAL MEETINGS

36. General meetings

36.1 The Directors may call a general meeting at any time.

36.2 The Directors must call a general meeting if required to do so by the members under the Companies Acts.

37. Annual General Meetings

37.1 The Company shall in each year hold a general meeting as its annual general meeting (**AGM**) in addition to any other meetings in that year and shall specify the meeting as the AGM in the notice calling it. Not more than 15 months shall elapse between the date of one AGM and the next.

37.2 The AGM shall be held at such time and place as the Directors shall appoint. The business to be transacted at an AGM shall include:

37.2.1 the consideration of the Company's latest available annual accounts and the reports of the directors (and auditor, if the Company is required to have an auditor);

37.2.2 presenting the Company's Annual Review;

37.2.3 discussing and voting on resolutions put to the AGM; and

37.2.4 the appointment of new Directors.

38. Length of notice

38.1 All general meetings must be called by either:

- 38.1.1 at least 14 Clear Days' notice; or
- 38.1.2 shorter notice if it is so agreed by a majority of the members having a right to attend and vote at that meeting. Any such majority must together represent at least 90% of the total voting rights exercisable at a meeting of all the members.

39. Contents of notice

- 39.1 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 general nature of the business to be transacted.
- 39.2 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.
- 39.3 In every notice calling a meeting of the Company there must appear with reasonable prominence a statement informing the member of their rights to appoint another person as their proxy at a general meeting.

40. Service of notice

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

41. Attendance and speaking at general meetings

- 41.1 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.
- 41.2 A person is able to exercise the right to vote at a general meeting when:
 - 41.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
 - 41.2.2 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.
- 41.3 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 41.4 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.
- 41.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

42. Quorum for general meetings

- 42.1 No business (other than the appointment of the chair of the meeting) may be transacted at any general meeting unless a quorum is present.

- 42.2 The quorum shall be determined as follows:
- 42.2.1 if the number of members of the Company is equal to or greater than 150, 15 members entitled to attend and vote on the business to be transacted present in person, by proxy or by Authorised Representative shall be a quorum; or
 - 42.2.2 if the number of members of the Company is equal to or more than 30 but less than 150, 10% of the members entitled to attend and vote on the business to be transacted present in person, by proxy or by Authorised Representative shall be a quorum (rounded down); or
 - 42.2.3 if the number of members of the Company is less than 30, two members of the Company so entitled (whichever is the greater) present in person, by proxy or by Authorised Representative, shall be a quorum.
- 42.3 If a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such time and place as the Directors 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.

43. **Chairing general meetings**

- 43.1 The Chair (if any) or in his or her absence, the Vice-chair will preside as chair of every general meeting.
- 43.2 If neither the Chair nor the Vice-chair is present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Directors present shall elect one of their number, provided he or she is not a Local Authority Person, to chair the meeting and, if there is only one Director present and willing to act, he or she shall be chair of the meeting.
- 43.3 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 people present and entitled to vote must choose one of their number to be chair of the meeting, save that a proxy holder who is not a member entitled to vote shall not be entitled to be appointed chair of the meeting.

44. **Attendance and speaking by Directors and non-members**

- 44.1 The chair of the meeting may permit other persons who are not members of the Company, including BID Levy Payers who are not members, to attend and speak at an AGM or a general meeting.

45. **Adjournment**

- 45.1 The chair of the meeting may adjourn a general meeting at which a quorum is present if:
- 45.1.1 the meeting consents to an adjournment; or
 - 45.1.2 it appears to the chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

- 45.2 The chair of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 45.3 When adjourning a general meeting, the chair of the meeting must:
- 45.3.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors; and
 - 45.3.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 45.4 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least seven Clear Days' notice of it:
- 45.4.1 to the same persons to whom notice of the Company's general meetings is required to be given; and
 - 45.4.2 containing the same information which such notice is required to contain.
- 45.5 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

46. Voting: general

- 46.1 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.
- 46.2 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.
- 46.3 *Article 46.2* shall not prevent a person who is a proxy for a member or an Authorised Representative from voting at a general meeting of the Company.

47. Votes

- 47.1 On a vote on a resolution on a show of hands at a meeting every person present in person (whether a member, proxy or Authorised Representative) and entitled to vote shall have one vote.
- 47.2 On a vote on a resolution on a poll at a meeting every member present in person or by proxy or Authorised Representative shall have one vote.
- 47.3 In the case of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting, provided he or she is not a Local Authority Person, shall be entitled to a casting vote in addition to any other vote he or she may have. If the chair of meeting is a Local Authority Person then in the case of an equality of votes, there shall be no casting vote.
- 47.4 No member shall be entitled to vote at any general meeting unless all monies presently payable by them to the Company have been paid.

47.5 If for any reason the members present at a meeting comprise Local Authority Persons with more than 20% or more of the total voting rights of all members having the right to vote at a meeting, the number of votes that may be cast in aggregate by those Local Authority Persons shall be reduced pro rata so that the votes cast represent less than 20% of the total votes cast by the members.

48. **Poll votes**

48.1 A poll on a resolution may be demanded:

48.1.1 in advance of the general meeting where it is to be put to the vote; or

48.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

48.2 A poll may be demanded by:

48.2.1 the chair of the meeting;

48.2.2 the Directors;

48.2.3 two or more persons having the right to vote on the resolution;

48.2.4 any person, who, by virtue of being appointed proxy for one or more members having the right to vote at the meeting, holds two or more votes; or

48.2.5 a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution.

48.3 A demand for a poll may be withdrawn if:

48.3.1 the poll has not yet been taken; and

48.3.2 the chair of the meeting consents to the withdrawal.

48.4 Polls must be taken immediately and in such manner as the chair of the meeting directs.

49. **Errors and disputes**

49.1 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.

49.2 Any such objection must be referred to the chair of the meeting whose decision is final.

50. **Content of proxy notices**

50.1 Proxies may only validly be appointed by a notice in writing (a "Proxy Notice") which:

50.1.1 states the name and address of the member appointing the proxy;

- 50.1.2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
 - 50.1.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and
 - 50.1.4 is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.
- 50.2 The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.
 - 50.3 Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
 - 50.4 Unless a Proxy Notice indicates otherwise, it must be treated as:
 - 50.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
 - 50.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.
- 51. Delivery of proxy notices**
- 51.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Company by or on behalf of that person.
 - 51.2 An appointment under a Proxy Notice may be revoked by delivering to the Company a notice in Writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given.
 - 51.3 A notice revoking the appointment of a proxy only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 52. Amendments to resolutions**
- 52.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
 - 52.1.1 notice of the proposed amendment is given to the Company in Writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chair of the meeting may determine); and
 - 52.1.2 the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.
 - 52.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
 - 52.2.1 the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and

- 52.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 52.3 If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair's error does not invalidate the vote on that resolution.

WRITTEN RESOLUTIONS

53. Written resolutions

- 53.1 Subject to *article 53.3*, a written resolution of the Company passed in accordance with this *article 53* shall have effect as if passed by the Company in general meeting:
- 53.1.1 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.
- 53.1.2 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.
- 53.2 In relation to a resolution proposed as a written resolution of the Company the eligible members are the members who would have been entitled to vote on the resolution on the circulation date of the resolution.
- 53.3 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.
- 53.4 A copy of the written resolution must be sent to every member together with a statement informing the member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse. Communications in relation to written notices shall be sent to the Company's auditors in accordance with the Companies Acts.
- 53.5 A member signifies their agreement to a proposed written resolution when the Company receives from them an authenticated Document identifying the resolution to which it relates and indicating their agreement to the resolution:
- 53.5.1 if the Document is sent to the Company in Hard Copy Form, it is authenticated if it bears a signature by or on behalf of the member.
- 53.5.2 if the Document is sent to the Company by Electronic Means, it is authenticated if it bears the member's signature or if the identity of the member is confirmed in a manner agreed by the Directors or if it is from an email Address notified by the member to the Company for the purposes of receiving Documents or information by Electronic Means.
- 53.6 A written resolution is passed when the required majority of eligible members have signified their agreement to it.

- 53.7 A proposed written resolution lapses if it is not passed within 28 days beginning with the circulation date.

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

54. Means of communication to be used

- 54.1 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.
- 54.2 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 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.
- 54.3 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.

55. Irregularities

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

56. Minutes

- 56.1 The Directors must cause minutes to be made in books kept for the purpose:
- 56.1.1 of all appointments of officers made by the Directors;
- 56.1.2 of all resolutions of the Company and of the Directors; and
- 56.1.3 of all proceedings at meetings of the Company and of the Directors, and of committees of Directors, including the names of the Directors present at each such meeting;

and any such minute, if purported to be signed (or in the case of minutes of Directors' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Director of the Company, be sufficient evidence of the proceedings.

- 56.2 The minutes must be kept for at least ten years from the date of the meeting, resolution or decision.

57. Records and accounts

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

57.1.1 annual reports;

57.1.2 annual returns; and

57.1.3 annual statements of account.

58. Indemnity

58.1 Subject to *article 58.2*, a relevant Director of the Company or an associated company may be indemnified out of the Company's assets against:

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

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

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

58.2 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.

58.3 In this Article:

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

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

59. Insurance

59.1 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.

59.2 In this Article:

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

59.2.2 a "relevant loss" means any loss or liability which has been or may be incurred by a relevant Director in connection with that Director's duties or powers in relation to the Company, any associated company or any

pension fund or employees' share scheme of the company or associated company; and

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

60. **Exclusion of model articles**

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

SCHEDULE DEFINED TERMS AND INTERPRETATION

INTERPRETATION

Defined terms

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.
AGM	Annual General Meeting.
Appointor	has the meaning given in <i>article 28.1</i> ;
Articles	these articles of association as amended from time to time.
Authorised Representative	means any individual nominated by a Member Organisation to act as its representative at any meeting of the Company in accordance with <i>article 34</i> .
asset-locked body	means (i) a community interest company, a charity ¹ or a Permitted Industrial and Provident 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.
BID or Business Improvement District	has the meaning set out in the BID Regulations and is such area in Royal Tunbridge Wells as is identified from time to time as being the BID area, the current area being set out in the BID Proposal.
BID Levy	means the BID levy (as defined in section 41 of the Local Government Act 2003) levied and collected against the BID Levy Payers within the BID.
BID Levy Payers	means those non-domestic rate payers within the BID who are liable to pay the BID Levy in accordance with Part 4 of the Local Government Act 2003 and the BID Regulations.

BID Proposal	means the proposal and business plan which set out the objectives of the BID.
BID Regulations	means the Business Improvement Districts (England) Regulations 2004 as amended from time to time.
Board	the Directors of the Company acting collectively.
Borough Council	means Tunbridge Wells Borough Council.
Chair	has the meaning given in <i>article 12</i> .
chairman of the meeting	has the meaning given in <i>article 43</i> .
Circulation Date	in relation to a written resolution, has the meaning given to it in the Companies Acts.
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.
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	Royal Tunbridge Wells Together C.I.C.
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.
Continuing Directors	shall have the meaning set out in <i>article 26.1</i> .
Council Director	has the meaning set out in <i>article 25.4</i> .
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.
Eligible Members	has the meaning set out in <i>article 32.2</i>

Hard Copy Form	has the meaning given to it in the Companies Act 2006.
Local Authority Director	a Director who is a Local Authority Person.
Local Authority Person	a person who is associated with a local authority for the purposes of Section 69 of the Local Government and Housing Act 1989 which includes a member of the local authority or a person who has been a member of a local authority within the preceding four years or a person who is an employee of a company under the control of the local authority or a director or officer of that company.
member	a person who is a member of the Company by virtue of Section 112 of the Companies Act.
Memorandum	the Company's memorandum of association.
paid	means paid or credited as paid.
participate	in relation to a Directors' meeting, has the meaning given in <i>article 17</i> .
Permitted Industrial and Provident Society	an industrial and provident society which has a restriction on the use of its assets in accordance with Regulation 4 of the Community Benefit Societies (Restriction on Use of Assets) Regulations 2006 or Regulation 4 of the Community Benefit Societies (Restriction on Use of Assets) Regulations (Northern Ireland) 2006.
Proxy Notice	has the meaning given in <i>article 50.1</i> .
Regulated Company	a company deemed to be a regulated company for the purposes of the Local Government and Housing Act 1989 and Local Authorities (Companies) Order 1995 and any subsequent amendments thereto.
the Regulator	means the Regulator of Community Interest Companies.
Secretary	the secretary of the Company (if any).
specified	means specified in the memorandum and 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

Vice-chair

has the meaning given in *article 12*.

Voluntary Member

has the meaning given in *article 32.3*

Writing

the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise.

2. Subject to 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.
 4. Unless the context otherwise requires, references in these Articles to a "person" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
 5. In these Articles, unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
 6. Unless the context otherwise requires, a reference in these Articles to one gender shall include a reference to the other genders.
 7. Any phrase introduced by the terms "including", include, in particular or any similar expression shall be construed as illustrative and shall not limited the sense of the words proceeding those terms.
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