

The Companies Acts 1985 and 1989  
Company Limited by Guarantee and not having a Share Capital

**Memorandum of Association of  
Limited**

1. The Company's name is Limited
2. The Company's registered office is to be situated in England and Wales.
3. The objects for which the company is established are:
  - a)
  - b) To support and encourage the growth of the cooperative movement; promote cooperative principles, enterprises and activities. To encourage equality and democratic control over the workplace.
  - c) To carry on any trade or business whatever which can in the opinion of the directors of the Company be advantageously carried on in connection with or ancillary to any of the objects and activities of the Company.
  - d) To do all such other activities, enterprises, projects or ventures which can, in the opinion of the directors of the Company, be deemed incidental or conducive (either directly or indirectly) to the attainment of the objects of the Company or any of them.
4. In carrying out the aforesaid objects the Company shall have regard to the physical, mental and spiritual well-being of the community, particularly of those who participate in the activities of the Company.
5. The income and property of the Company from whatever source derived shall be applied solely towards the promotion of its Objects, set forth in this Memorandum of Association and no portion thereof shall be directly or indirectly by way of dividend, bonus or otherwise whatsoever by way of profit to the members of the Company.  
Provided that nothing in this document shall prevent any payment in good faith by the Company:
  - (a) of reasonable and proper remuneration to any member, officer or servant of the Company for any services rendered to the Company including the payment of fair and proper wages to members who are employees of the Company;
  - (b) of interest on money lent to the Company at a rate per annum not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the Management Committee.
  - (c) of reasonable and proper rent for premises demised or let by any member of the Company
  - (e) to any member of the Company in respect of reasonable out-of-pocket expenses, incurred on behalf of the Company.

6. The liability of the members is limited.
  7. Every member of the Company undertakes to contribute such amount as may be required [not exceeding £1] to the Company's assets if it should be wound up while he or she is a member or within one year after he or she ceases to be a member, for payment of the Company's debts and liabilities contracted before he or she ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.
  8. In the event of wind up or dissolution of the Company the liquidator shall, according to the law, use the assets of the Company to satisfy its debts and liabilities. Any balance of assets remaining must not be distributed among the members of the Company but shall be transferred by the liquidator to one or several of the following:
    - (i) A co-operative or common ownership enterprise having aims similar or compatible to those of the Company, and which shall prohibit the distribution of its income among its membership to an extent at least as great as is imposed on the Company under Clause 4. hereof.
    - (ii) A charity or charities having aims similar or compatible to those of the Company.
- in such a manner as the members decide at or before the time of winding up or dissolution. This Clause shall not be changed by the members of the Company.

**We, the persons whose names and addresses are written below, wish to be formed into a company under this memorandum of association.**

	NAME	ADDRESS	SIGNATURE
1.			
2.			
3.			
4.			
5.			
6.			
7.			

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_\_

Witness to the above signatures: \_\_\_\_\_

Name and address of witness

The Companies Acts 1985 and 1989  
Company Limited by Guarantee and not having a Share Capital

**Articles of Association of**

**Limited**

**Interpretations**

1. In these Articles:

“the Act” means the Companies Act 1985 as amended by the Companies Act 1989 and any other amendments from time to time in force;

“Secretary” means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company;

“the co-op” means the above named Company.

“in writing” shall be taken to include references to writing, printing, photocopying and other methods or representing or reproducing words in a visible form;  
words importing the singular number shall include the plural and vice versa unless a contrary intention appears; and

words importing persons shall include corporate bodies and associations if not inconsistent with the context.

words importing the singular number only shall include the plural number and vice versa.

words importing the masculine gender only shall include the feminine gender

Unless the context otherwise requires, words or expressions contained in these articles shall bear the same meaning as in the Act or any statutory modification thereof in force.

**Members**

2a. The subscribers to the memorandum and other such persons or organisations as are admitted to membership shall be members of the co-op. No person shall be admitted a member of the Company unless their application for membership has been approved by General Meeting of the co-op.

2b. The co-op may admit to membership any person who is in agreement with the objects of the co-op, without discrimination between persons by reference to wealth, politics, religion, sex, disability, age or sexual preference.

**General Meetings**

3. The co-op shall hold an Annual General Meeting each year in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and not more than fifteen months shall elapse between the date of one annual general meeting of the co-op and that of the next, provided that so long as the co-op holds its first annual general meeting within eighteen months of its incorporation, it need not hold it in the year of its incorporation or in the following year.

4. All general meetings other than annual general meetings shall be called Extraordinary General Meetings.
5. The directors may, whenever they think fit, call an Extraordinary General Meeting.

### **Notice of Meetings**

6. An Annual General Meeting and all other general meetings shall be called by at least twenty-one clear days' notice. The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of the annual general meeting, shall specify the meeting as such. The notice shall be given to all members, the auditors of the co-op and to any persons the directors wish to invite to the meeting in furtherance of the objects of the co-op.
7. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at the meeting.
8. All business shall be deemed special that is transacted at an extraordinary general meeting, and also all that is transacted at an annual general meeting, with the exception of considering the accounts, balance sheets, and the reports of the directors and auditors and the appointment of, and the fixing of the remuneration, of the auditors.
9. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. Fifty percent of the membership or two members, whichever is the greater, shall for the time being be the quorum.
10. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting shall be dissolved.
11. Each general meeting shall elect a facilitator, to conduct the business of the meeting in an orderly manner.
12. All decisions at general meetings shall be made by consensus following the fullest discussion in which all members shall be entitled and allowed to speak freely according to their consciences. By consensus is meant a situation where those not in agreement agree not to maintain an objection.  
  
In event of consensus not being possible, the matter shall be referred to a second meeting, to be held not more than fourteen days after the date of the first meeting, when if consensus is still not possible the matter shall be decided by a majority of votes.
13. Every member shall have one vote.

### **DIRECTORS**

14. All members of the co-op shall be directors of the co-op. Only members of the co-op may be directors of the co-op.

### **BORROWING POWERS**

15. The directors may exercise all powers of the co-op to borrow money, and to mortgage or charge its undertaking and property, or any part thereof.

#### **POWERS AND DUTIES OF DIRECTORS**

16. The business of the co-op shall be managed by the directors, who may pay all expenses incurred in promoting and registering the co-op, and may exercise all such powers of the co-op as are not, by the Act or by these Articles required to be exercised by the co-op in general meeting.
17. All cheques, promissory notes, drafts, bills of exchange, and all receipts for moneys paid to the co-op, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the directors shall from time to time by resolution determine.
18. The directors shall cause minutes to be made in books provided for the purpose:-  
a) of all appointments of members/directors.  
b) of the names of the directors present at each meeting of the directors.  
c) of all resolutions and proceedings at all meetings of the co-op, and of directors of the co-op.
19. All decisions of the directors shall be made by consensus following the fullest discussion in which all directors shall be entitled and allowed to speak freely according to their consciences. By consensus is meant a situation where all directors present are in agreement on an issue, or where those not in agreement agree not to maintain an objection.

#### **Secretary**

20. Subject to the provisions of the Act, the secretary shall be appointed by the Management Committee for such term, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by them.

#### **Accounts**

21. The directors shall cause proper accounts to be kept in accordance with the law for the time being in force with respect to:
- a) all sums of money received and expended by the co-op and the matters in which the receipt and expenditure takes place;
  - b) all sales and purchases of goods by the co-op ;
  - c) the assets and liabilities of the co-op, including a record of the permanent endowment of the co-op.

Proper accounts shall be deemed to be kept if they give a true and fair record of the state of the co-op's affairs and explain its transactions.

22. The accounts shall be kept at the Registered Office of the co-op or, subject to section 222 of the Act, at such other place or places as the directors think fit, and shall always be open to the inspection of the officers and the members of the co-op.

23. The directors shall from time to time in accordance with the provisions of the Act, cause to be prepared and laid before the co-op in General Meeting such profit and loss accounts, balance sheets, group accounts [if any] and reports as referred to in those provisions.
24. A copy of all documents required by statute and any other documents the directors see fit shall be delivered to all persons who receive notice of a general meeting together with the notice of that meeting.

#### **Audit**

25. Auditors shall be appointed and their duties regulated in accordance with sections 384 and 392 of the Act, subject to statutory exemptions and regulations as may be in force.

#### **Application of Surplus**

26. Clause 5 of the Memorandum relating to the not-for-profit nature of the co-op shall have effect as if its provisions were repeated in these Articles. Any surplus of the co-op shall be applied to creating a general reserve for the continuation and development of the co-op or donated in part or parts to some other co-operative or charities having objects similar to the Objects which prohibits the distribution of its or their income or property to an extent at least as great as is imposed on the co-op by Clause 5 of the Memorandum.

#### **Dissolution**

27. Clause 8 of the Memorandum relating to the winding up and dissolution of the co-op shall have effect as if its provisions were repeated in these Articles.

**We the several persons whose names and addresses are subscribed are desirous of being formed into a company in pursuance of these Articles of Association.**

	NAME	ADDRESS	SIGNATURE
1.			
2.			
3.			
4.			
5.			
6.			
7.			

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_\_

Witness to the above signatures: \_\_\_\_\_

Name and address of witness