

Co-operative Community Interest Company Model Rules For a company limited by guarantee.

This model has been designed to conform to the regulations required for a community interest company, but in such a way as to also contain the internationally recognised values and principles, which define it as a co-operative.

Co-operatives^{UK} has taken great care to ensure it meets both of the above conditions working alongside the Regulator of Community Interest Companies to achieve these ends. As such it is important that the model is not amended, unless you are experienced and knowledgeable in co-operative and community interest company structures.

For these reasons the model on this website has been made available as a viewable pdf only.

If groups wish to register using this model please see the separate instruction sheet, which explains the process.

The Companies Acts 1985 & 1989
COMPANY LIMITED BY GUARANTEE

Memorandum of Association of

..... Community Interest Company

Community Interest Company

- 1. The Company is to be a community interest company and shall be known as “the Co-operative” in this memorandum.

Name

- 2. The name of the Co-operative is: Community Interest Company.

Registered Office

- 3. The registered office of the Co-operative will be situated in England and Wales.

Objects

- 4. The Co-operative’s object is to carry on activities which benefit the community and in particular but not exclusively to:

.....
.....

In carrying out the above objects the Co-operative shall (subject to the provisions of Companies (Audit, Investigations and Community Enterprise) Act 2004 and the Community Interest Company Regulations 2005):

- (1) abide by the internationally recognised values and principles of co-operative identity as defined by the International Co-operative Alliance, in particular the values of self-help, self-responsibility, democracy, equality and solidarity and the ethical values of honesty, openness, social responsibility and caring for others; and
- (2) abide by principles of equality of opportunity and oppose any form of discrimination on grounds of race, ethnic origin, gender, sexual preference, age, disability or religion.

Powers

- 5. The Co-operative shall have the powers to do anything which is incidental or conducive to the furtherance of its objects, and in particular:
 - (a) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patent rights, licences, secret processes, property of any kind necessary or convenient for the purpose of or in connection with the Co-operative's objects.
 - (b) To borrow or raise or secure the payment of any money for the purposes of or in connection with the Co-operative's objects, and for the purpose of and in connection

with the borrowing or raising of money by the Co-operative to become a member of any Building Society subject to the provisions of clause 6 below.

- (c) To mortgage and charge the undertaking and all or any of the real or personal property and assets, present and future, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers and privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or repayable, and collaterally or further to secure any securities of the Co-operative by a trust deed or other assurance subject to the provisions of clause 6 below.
- (d) To issue and deposit any securities which the Co-operative has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities and also by way of security for the performance of any contracts or obligations of the Co-operative or in whose undertakings the Co-operative is interested, whether directly or indirectly.

In carrying out its objects the Co-operative shall have regard to promoting the physical, mental and spiritual well-being of the community and especially those who participate in the activities of the Co-operative.

- 6. In accordance with co-operative principles and subject to the provisions of Companies (Audit, Investigations and Community Enterprise) Act 2004 and the Community Interest Company Regulations 2005 the interest paid by the Co-operative on money borrowed shall not exceed such a rate as is necessary to attract and retain the capital required to further the Co-operative's objects.

Limited liability

- 7. The liability of the Members is limited.

Guarantee

- 8. Every Member of the Co-operative undertakes to contribute to the assets of the Co-operative in the event of the same being wound up while s/he or it is a Member or within one year after s/he or it ceases to be a Member for payment of the debts and liabilities of the Co-operative contracted before s/he or it ceased to be a Member, and of the costs, charges or expenses of winding up and for the adjustments of the rights of the contributories amongst themselves, such amount as may be required not exceeding one pound.

The Companies Acts 1985 & 1989

COMPANY LIMITED BY GUARANTEE

Articles of Association of

..... Community Interest Company

INTERPRETATIONS

1. In these Articles
"the Act" means the Companies Act 1985
"the 2004 Act" means the Companies (Audit, Investigations and Community Enterprise) Act 2004
"address" in relation to electronic communications, includes any number or address used for the purposes of such communications
"Asset Locked Body" means a community interest company, charity or Scottish charity or a body established outside Great Britain that is equivalent to any of those persons
In these Articles of Association the expression "meeting of the Board" includes, except where inconsistent with any legal obligation:
 - a physical meeting;
 - a meeting held by electronic means;
 - a meeting held by telephone where each of the participants can hear each other throughout."Community" is to be construed in accordance with section 35 of the 2004 Act and Part 2 of the Regulations
"Community Interest Test" is to be construed in accordance with section 35 of the 2004 Act
"the Co-operative" means the above-named Company
"Director" means a director of the Co-operative, including any person occupying the position of Director, by whatever name called
"Electronic means" shall include video links and secure authenticated web-site transactions
"employee" means a person for the time being holding a contract of employment with the Co-operative or any subsidiary of the Co-operative
"Regulations" means the Community Interest Company Regulations 2005.
"the Seal" means the Common Seal of the Co-operative
"Secretary" means any person appointed to perform the duties of the Secretary of the Co-operative.
2. Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, photocopying and other modes of representing or reproducing words in visible form including by electronic communication.
Words importing the singular number shall include the plural and vice versa unless a contrary intention appears.
Unless the context requires otherwise, words or expressions contained in these Articles shall bear the same meaning as in the Act, or the Regulations, as the case may be.

Any statutory instruments from time to time in force shall be deemed to apply to this Co-operative, whether or not these Articles have been amended to comply with such instrument.

All headings are included for convenience only they do not form part of the articles, and shall not be used in the interpretation of the Articles.

MEMBERSHIP

3. The subscribers to the Memorandum are the first members of the Co-operative.
4. Such other persons, society, company, firm or association whose names are entered in the register of members, and who are admitted to membership in accordance with these articles, shall be members of the Co-operative, provided that no member shall be admitted unless he, she or it is approved by the Directors and meets the criteria for membership as laid down from time to time by the Co-operative, which may include the payment of a membership fee or annual subscription.
5. All potential members of the Co-operative shall complete an application for membership in such form and containing such information as the Directors require, any such form may provide that a member may specify an email address which shall be used by the Co-operative for any communication required by these memorandum and articles. Any member specifying an email address in this way shall notify the Secretary of any change to this email address within seven days of the change.
New applicants to membership may be required to serve such reasonable probationary period as may be agreed by the Co-operative in General Meeting before becoming eligible to be admitted into membership. Membership is not transferable to anyone else.

Register of members

6. The Co-operative shall maintain a Register of members in which shall be recorded the name, address and if applicable their email address of every member, and the dates on which they became a member and on which they ceased to be a member. A member shall notify the Secretary in writing of a change to their name or address.

Cessation of membership

7. A member shall cease to be a member immediately that he, she or it:
 - (a) ceases in the opinion of the Board to be involved in the Co-operative by virtue of using its services or by participating in the Co-operative's activities during any one period of twelve months; or
 - (b) fails in the opinion of the Board unreasonably to pay any fee or other monies due to the Co-operative; or
 - (c) resigns in writing to the Secretary; or
 - (d) is expelled by a Special Resolution carried in accordance with Article 11(a) at a Special General Meeting called to consider the matter provided that the member has been given at least fourteen days notice in writing that it is proposed to expel them, specifying the circumstances alleged to justify expulsion and a reasonable opportunity of being heard by or making written representations to the members passing the resolution; or
 - (e) dies or ceases to exist.

Membership and Stakeholder Engagement

8. The Co-operative shall seek to actively engage with its members and other stakeholders, by virtue of regular updates on matters relating to the community benefit and social activities of the Co-operative, and with consultation of members and key stakeholders on issues of relevance. A stakeholder can be any person or organisation the Co-operative has a relationship with or its activities impact on, including the community in which it operates, employees, funders, suppliers and customers.

GENERAL MEETINGS

9. The Co-operative shall in each calendar year hold a General Meeting as its Annual General Meeting and shall specify the meeting as such in the notices calling it, providing that every Annual General Meeting shall be held not more than fifteen months after the holding of the last preceding Annual General Meeting. Provided that the first Annual General Meeting shall be held within eighteen months of incorporation, it need not be held in the year of incorporation nor in the following year.
10. The Board may whenever they think fit convene a General Meeting, or on receiving a requisition from members in accordance with the Act.

Resolutions

11. Decisions at General Meetings shall be made by passing resolutions as follows:-
 - (a) Decisions involving an alteration to the Memorandum and Articles of Association of the Co-operative, the expulsion of a member of the Co-operative. Other decisions so required from time to time by statute shall be made by Special or Extraordinary Resolution. A Special or an Extraordinary Resolution is one passed by a majority of not less than three-fourths of votes cast at a General Meeting.
 - (b) Decisions to dispense with the requirement to hold Annual General Meetings, to re-appoint auditors annually, or to lay accounts before the Co-operative in General Meeting shall be made by Elective Resolution. An Elective Resolution is one passed by all the members of the Co-operative for the time being testified by their signatures. Any Elective Resolution once passed may be revoked by a subsequent Ordinary Resolution.
 - (c) All other decisions shall be made by Ordinary Resolution requiring a simple majority of votes cast.

Notices

12. An Annual General Meeting and any General Meeting which is to consider a Special or an Elective Resolution or which is to consider a proposal to remove the auditor or a member of the Board shall be called by at least twenty-one clear days' notice. Any other General Meeting shall be called by at least fourteen clear days' notice.
13. Notice of every General Meeting shall be given in writing to every member of the Co-operative and to the auditors and to such other persons who are entitled to receive notice and shall be given personally or sent by post to each member at the address recorded in the Register of members and to other persons at their Registered Office or by email where a member has elected to receive communications by email in accordance with these articles.

14. Notice of all meetings shall specify the exact time and place of the meeting. In the case of a General Meeting which is to consider a Special or an Elective Resolution or a proposal to remove the auditor or a member of the Board, such resolution shall be specified in the notices calling that meeting, and in the case of all other General Meetings the general nature of the business to be raised shall be specified.
15. A notice sent by post to a member's registered address, and a notice sent by email to a member's registered email address shall be deemed to have been duly served forty-eight hours after the notice has been posted or sent.
16. The accidental omission to give notice of a meeting to or non-receipt of notice of a meeting by any person entitled to receive notice shall not invalidate proceedings at that meeting.

Proceedings at General Meetings

17. Every member and such other persons as receive notice shall be entitled to attend and speak at a General Meeting.
18. A corporate body, firm or association which is a member shall by resolution of its governing body appoint a representative who may during the continuance of her/his appointment be entitled to exercise all such rights and powers as the body corporate, firm or association would exercise if it were an individual person. Each such member organisation shall supply written notification to the Secretary of its choice of representative.

Voting

19. Each member shall have one vote on any question to be decided by a General Meeting. Votes may only be cast personally by individual members and by the duly appointed representatives of organisations which are members. Proxy voting is not permitted.
20. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a paper ballot is, before or on the declaration of the result of the show of hands, demanded by at least two members present. A paper ballot may not be demanded on any question concerning the selection of a Chairperson for a meeting or on any question of adjournment. Unless a paper ballot be so demanded, a declaration by the Chairperson that a resolution has on a show of hands been carried or lost and an entry to that effect in the book containing the minutes of the proceedings of the Co-operative shall be conclusive evidence of the fact without proof of the number or proportions of the votes recorded in favour or against such resolutions.

If a paper ballot is duly demanded it shall be taken in such a manner as the Chairperson directs, provided that each member shall have only one vote, and the result of the ballot shall be deemed to be the resolution of the meeting at which the ballot was demanded. The demand for a paper ballot shall not prevent the continuance of a meeting for the transaction of any other business than the question upon which a ballot has been demanded. The demand for a paper ballot may be withdrawn.

21. In the case of an equality of votes, whether on a show of hands or on a ballot, the Chairperson of the meeting shall have a second or casting vote.

Quorum

22. No business shall be transacted at a General Meeting unless a quorum of members is present. Unless and until otherwise decided by the Co-operative in General Meeting, one-third of the membership for the time being shall be the quorum, subject to the number of members being more than ten and less than 100, in the event of the membership exceeding 100 the quorum shall be thirty and in the event of the membership being less than ten, it shall be one half subject to a minimum of three.
23. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved. In any other case it shall stand adjourned until such date as the Board may decide and all members shall be given as much notice as is practicable of the time, date and place of such an adjourned meeting. The members present at a meeting so adjourned shall constitute a quorum for that meeting only.
24. At any meeting of the Co-operative where the Chairperson is not present within twenty minutes of the time appointed for the meeting, the members present shall choose one of their number to be Chairperson of the meeting, whose function shall be to conduct the business of the meeting in an orderly manner. No meeting shall become incompetent to transact business from the want of a quorum arising after the chair has been taken.
25. The Chairperson may with the consent of the meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and place to place but no business shall be transacted at an adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place.
26. Where a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of the original meeting. Otherwise it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
27. Subject to the provisions of the Act, a resolution in writing signed by all the members of the Co-operative for the time being shall be valid and effective as if the same had been passed at a General Meeting duly convened and held and may consist of several documents in similar form, each signed by or on behalf of one or more members.
28. The Co-operative may at its discretion invite other persons to attend its meetings, with or without speaking rights, a person who is not a member of the Co-operative shall not have any right to vote at a general meeting of the Co-operative; but this is without prejudice to any right to vote on a resolution affecting the rights attached to a class of the Co-operative's debentures.

BOARD OF DIRECTORS

29. Unless and until otherwise determined by the Co-operative in General Meeting the number of members of the Board shall not be less than three or more than fifteen. For the avoidance of doubt, members of the Board are the directors of the Co-operative within the meaning of the Act.
30. The initial Directors from incorporation until the first Annual General Meeting shall be determined in writing by the subscribers to the Memorandum of Association.

31. Subject to article 38 below the qualification required to be a Director shall be that he or she is a member of the Co-operative, or the duly appointed representative of an organisation which is a member, and there shall be no other qualification required.
32. A Director shall, subject to Article 41 below, hold office until the next Annual General Meeting following their appointment. On expiration of the period of office for which he or she was elected, a Director shall be eligible for re-election.
33. New Directors shall be elected individually at (or prior to) the Annual General Meeting by and from the membership. Nominations shall be sought and elections conducted in such manner as the Board may from time to time direct provided that all members of the Co-operative shall be eligible to stand for election and to vote (except that if the election is held at the Annual General Meeting, only those members present shall be entitled to vote).
34. No powers to appoint directors of the Co-operative may be given to persons or bodies corporate who are not members of the Co-operative which immediately after their exercise could result in the majority of the Directors of the Co-operative having been appointed by persons or bodies corporate who are not members of the Co-operative.
35. No powers to remove Directors of the Co-operative may be given to persons or bodies corporate who are not members of the Co-operative which immediately after their exercise could result in either
 - (a) the majority of the remaining Directors of the Co-operative having been appointed by persons or bodies corporate who are not members of the Co-operative; or
 - (b) the number of Directors removed during the current financial year of the Co-operative by persons or bodies corporate who are not members of the Co-operative exceeding the number of remaining Directors of the Co-operative.
36. A Director who is an alternative Director shall be entitled in the absence of his appointer to a separate vote on behalf of his appointer in addition to his own vote.

Casual vacancies

37. The Board may at any time co-opt any member of the Co-operative to fill a casual vacancy in the Board. A casual vacancy shall exist when the number of Directors is less than the number elected at the last held Annual General Meeting.

External Independent Directors

38. In addition the Board may co-opt up to two external independent Directors selected for their particular skills and/or experience. Such external independent Directors shall serve a fixed period determined by the Board at the time of the co-option subject to a review at least every twelve months; and may be removed from office at any time by a resolution passed by a majority of the Board. External Independent Directors need not be members of the Co-operative.

Conflict of Interest

39. A Director shall not vote in respect of any contract in which he or she has a direct or indirect personal interest or any connected matter and if he or she does so vote their vote shall not be counted, except that nothing in this Article shall prevent a Director

voting in respect of the general terms of contract of employment between the Co-operative and its members.

Remuneration

40. Any remuneration of Directors shall only be in respect of services actually rendered by that director to the Co-operative. A Director may act in a professional capacity for the Co-operative, and s/he or his/her firm shall be entitled to remuneration for professional services as if s/he were not a Director; provided that nothing shall authorise a Director or his/her firm to act as Auditor to the Co-operative. Directors remuneration shall be subject to satisfying the community interest test and any reporting requirements, that may be determined by the Board from time to time.

Termination of Directors' Appointment

41. The office of a member of the Board shall be vacated if he or she:
- (a) resigns her/his office in writing to the Co-operative; or
 - (b) ceases to be a member of the Co-operative or is the representative of an organisation which ceases to be a member; or
 - (c) in the opinion of a majority of the Board, fails to declare her/his interest in any contract as referred to in Article 39; or
 - (d) is absent from three successive meetings of the Board without good cause and the Board resolves by a majority that the office is to be vacated by reason of such absence; or
 - (e) becomes bankrupt or, in the opinion of a majority of the Board, incapable on medical or psychological grounds of carrying out the duties of a Board member, or is otherwise prevented by law from continuing as a company director; or
 - (f) is removed from office by Ordinary Resolution of the Co-operative in General Meeting in accordance with section 303 of the Act.

Powers and Duties of the Board

42. The business of the Co-operative shall be managed by the Board who may pay all expenses of the formation of the Co-operative as they think fit and may exercise all such powers of the Co-operative and do all such acts on behalf of the Co-operative as may be exercised and done by the Co-operative and as are not by statute or by these Articles required to be exercised or done by the Co-operative in General Meeting, provided that no contract or agreement to dispose of assets of the Co-operative amounting in value to one-third or more of the last published balance sheet of the Co-operative may be entered into without the prior approval of the Co-operative in General Meeting.
43. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Co-operative shall be signed, drawn, accepted, endorsed or otherwise executed in such manner as the Board shall from time to time determine.
44. Without prejudice to its general powers the Board may exercise all the powers of the Co-operative to borrow money and to mortgage or charge its undertaking and property or any part thereof and to issue debentures and other securities whether outright or as security for any debt, liability or obligation of the Co-operative or of any third party.

45. No regulation made by the Co-operative in General Meeting shall invalidate any prior act of the Board which would have been valid had that regulation not been made.

Proceedings of the Board

46. Members of the Board may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes cast. In the case of an equality of votes the Chairperson of the meeting shall have a second or casting vote.
47. Except as provided by articles 36 and 46 in all proceedings of directors each director must not have more than one vote.
48. The Secretary shall on the requisition of two or more Board members summon a meeting of the Board by giving reasonable notice to all its members.

Quorum

49. The quorum necessary for the transaction of business of the Board shall be one half of its members or three members, whichever is the greater.
50. If the Board shall at any time be reduced in number to less than the minimum prescribed in these Articles or by the Co-operative in General Meeting, the remaining members may act as the Board for the purpose of filling vacancies in their body, or of summoning a General Meeting of the Co-operative, but for no other purpose.
51. At any meeting of the Board where the Chairperson is not present within twenty minutes of the time appointed for the meeting, the members present shall choose one of their number to be Chairperson of the meeting, whose function shall be to conduct the business of the meeting in an orderly manner.

Minutes

52. The Board shall cause proper minutes to be made of the proceedings of all meetings of the Co-operative, of the Board and of any sub-committee and all business transacted at such meetings. All such minutes shall be open to inspection by any member of the Board at any reasonable time.
53. A resolution in writing signed by all Board members for the time being who are entitled to vote shall be as valid and effective as if it had been passed at a meeting of the Board and may consist of several documents in similar form each signed by one or more Board members.

Sub-Committees

54. The Board may delegate any of its powers to sub-committees consisting of such members of the Co-operative as it thinks fit. Any sub-committee so formed shall conform to any rules that may be imposed on it by the Board.
55. All acts done by any meeting of the Board or by any person acting as a member of the Board shall, even if it be afterwards discovered that there was some defect in the appointment of any Board member or person acting as such, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Board member.

56. The Board may at its discretion invite other persons to attend its meetings, with or without speaking rights, and without voting rights.

HONORARY OFFICERS

57. The Board shall elect from amongst their own number such honorary officers including a Chairperson, as they may from time to time decide. Any Officers so elected may be removed or replaced by the Board at any time. The removal of a Director from the position of Officer shall not result in their removal from the Board as a Director.

SECRETARY

58. The Board shall appoint an individual to act as Secretary of the Co-operative, who may but need not be also a member of the Board, for such term, at such remuneration and upon such conditions as they think fit; and any Secretary so appointed may be removed by them.

Anything which has to be done by or to a Board member and the Secretary shall not be done by or to one person acting in both capacities.

SEAL

59. If the Co-operative has a Seal, it shall only be used by the authority of the Board acting on behalf of the Co-operative. Every instrument to which the Seal shall be attached shall be signed by a Board member and countersigned by a second member, the Secretary, or a member of the Co-operative appointed by the Board for the purpose.

ACCOUNTS, REPORTS AND AUDIT

60. The Board shall comply with the requirements of the Act and any other applicable law as to keeping financial records, the audit or examinations of accounts and the preparation and transmission to the Registrar of Companies of annual reports and accounts.
61. The accounts shall always be open to the inspection of all members and officers and by other persons authorised by the Co-operative in General Meeting.
62. A copy of every balance sheet (including every document required by law to be annexed thereto) which is laid before the Co-operative in General Meeting, together with the auditor's report, shall not less than twenty-one days before the date of the meeting be sent or delivered to every member, the auditors and every holder of loan stock or debentures of the Co-operative, provided that this Article shall not require a copy of those documents to be sent to any person of whose address the Co-operative is not aware or to more than one of the joint holders of any debenture.

Surplus of the Co-operative

63. The surplus of the Co-operative shall be applied in furtherance of the community benefit as provided for in Clause 4 of the Memorandum, and may be paid into a general reserve for the continuation and development of the Co-operative.

Asset Lock

64. The Co-operative being a community interest company shall not transfer any of its assets other than for full consideration.
65. Provided the condition specified in article 66 is satisfied, article 64 shall not apply to:
- (a) the transfer of assets to any Asset Locked Body specified in the Memorandum or Articles for the purposes of this article 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 to an Asset Locked Body.
66. The condition is that the transfer of assets must comply with any restrictions on the transfer of assets for less than full consideration which may be set out elsewhere in the Memorandum or Articles of the Co-operative.
67. If the Co-operative is wound up under the Insolvency Act 1986; and all its liabilities have been satisfied then any residual assets shall be given or transferred to the Asset Locked Body specified in the Memorandum or Articles for the purposes of this article.
68. The following Asset Locked Body is specified as a potential recipient of the Co-operative's assets under articles 64 and 66 above.

Registered name:

Registered Charity Number
(if applicable)

Registered Company number
(if applicable)

Registered Office/Principal Office
address

INDEMNITY

69. Every member or auditor or officer of the Co-operative shall be indemnified out of the assets of the Co-operative against all losses or liabilities incurred by her/him in or about the execution and discharge of the duties of her/his office, except to the extent that such losses or liabilities shall be attributed to:-
- (a) fraud or other matters in respect of which such person concerned shall be convicted of a criminal offence; or
 - (b) negligence; or
 - (c) actions knowingly beyond the scope of a specific authority or limit thereon on the part of such person.

BYELAWS, STANDING ORDERS, SECONDARY RULES

70. The Co-operative in General Meeting or the Board may from time to time make, adopt and amend such procedures in the form of bye-laws, standing orders, secondary rules or otherwise as they may think fit for the management, conduct and regulation of the affairs of the Co-operative and the proceedings and powers of the Board and sub-committees. No procedure shall be made which is inconsistent with

these Articles or the Act. All members of the Co-operative and the Board shall be bound by such procedures whether or not they have received a copy of them.

- CO-OPERATIVES^{UK} 2006 -

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