

**THE COMPANIES ACT 2006**  
**PRIVATE COMPANY LIMITED BY GUARANTEE**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**RENAISI LIMITED ('the Company')**

**INTRODUCTION**

**1. INTERPRETATION**

1.1 In these Articles, unless the context otherwise requires:

**Act:** means the Companies Act 2006;

**appointor:** has the meaning given in article 9.2;

**Articles:** means the company's articles of association for the time being in force;

**business day:** means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;

**Conflict:** has the meaning given in article 7.1;

**Model Articles:** means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (*SI 2008/3229*) as amended prior to the date of adoption of these Articles.

**Member:** means the subscribers to the Company's memorandum and every other person who agrees to become a member of the Company.

1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.

1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.

1.4 A reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise.



- 1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
- (a) any subordinate legislation from time to time made under it; and
  - (b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.6 Any phrase introduced by the terms "**including**", "**include**", "**in particular**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.
- 1.8 Articles 6, 8, 11(2) and (3), 13, 14(1), (2), (3) and (4), 17(2), 30(3), 38 and 39 of the Model Articles shall not apply to the Company.
- 1.9 Model Article 7 shall be amended by:
- (a) the insertion of the words "for the time being" at the end of article 7(2)(a); and
  - (b) the insertion in article 7(2) of the words "(for so long as they remain the sole director)" after the words "and the director may".
- 1.10 Model Article 20 shall be amended by the insertion of the words "(including alternate directors) and the secretary" before the words "properly incur".

## **2. OBJECTS OF THE COMPANY**

- 2.1 The Company's objects are:
- (a) to carry on business as a general commercial company; and
  - (b) to bring about positive economic, social and environmental change and improvements in local areas, for the benefit of the communities and the individuals who live and work in them, through (i) the direct delivery of services to individuals in such communities; (ii) consultancy and advice support to other organisations, whether in the public, private or not for profit sectors; and (iii) the influence of the policy and practice of government funders, commissioners and other stakeholders; and
  - (c) any other trade or business which may seem to the company and its directors to be advantageous and to directly or indirectly enhance all or any of the business of the Company.
- 2.2 Notwithstanding Article 2.1, the Company's objects are unrestricted.

## **LIABILITY OF MEMBERS**

### **3. GUARANTEE**

- 3.1 The liability of the members is limited.
- 3.2 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 they are a member or within one year after they cease to be a member, for payment of the company's debts and liabilities contracted before they cease 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.
- 3.3 The income and property of the Company shall be applied solely towards the promotion of its Objects and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to members of the Company, and no trustee shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company; Provided that nothing in this document shall prevent any payment in good faith by the Company;
- 3.4. If the Company is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other company or companies having objects similar to the Objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Company by Clause 3.3 above, chosen by the members of the Company at or before the time of dissolution and if that cannot be done then to some other company.

### **4. MEMBERS**

- 4.1 The directors of the Company from time to time shall be the only Members. A director shall become a Member on becoming a director.
- 4.2 The Company shall maintain a register of directors and any person ceasing to be a director shall be removed from the register.
- 4.3 Memberships and directorships are not transferable.
- 4.4 A Member shall cease to be a Member if they: (i) cease to be a director; or; (ii) die.

### **5. DIRECTORS' MEETINGS**

- 5.1 A meeting of the directors shall only be quorate if no less than four directors (two of which must not be part of the executive team and/or full-time employees of the

Company) are present at a meeting; where all directors have received notice of such meeting.

- 5.2 The directors may appoint a director to chair their meetings and the person so appointed for the time being is known as the Chairperson.
- 5.3 The directors may terminate the chairperson's appointment at any time.
- 5.4 If the chairperson is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.
- 5.5 If the numbers of votes for and against a proposal are equal, the chairperson or other director chairing the meeting has a casting vote.
- 5.6 But this does not apply if, in accordance with the articles, the chairperson or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.

## **6. DIRECTORS' DEALINGS WITH THE COMPANY**

- 6.1 A director who is in any way, whether directly or indirectly interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of their interest to the other directors before the Company enters into the transaction or arrangement in accordance with the Act.
- 6.2 A director who is in any way, whether directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of their interest to the other directors as soon as is reasonably practicable in accordance with the Act unless the interest has already been declared in accordance with Article 6.1 above.
- 6.3 Subject, to sections 177(5), 177(6), 182(5) and 182(6) of the Act, the disclosures required under Articles 6.1 and 6.2 and to any terms and conditions imposed by the directors, a director shall be entitled to vote in respect of any proposed or existing transaction or arrangement with the Company in which they are interested and if they shall do so their vote shall be counted and they shall be taken into account in ascertaining whether a quorum is present.
- 6.4 A director need not declare an interest under clause 6.1 and clause 6.2 as the case may be:
  - (a) if it cannot reasonably be regarded as likely to give rise to a conflict of interest;

(b) of which the director is not aware, although for this purpose a director is treated as being aware of matters of which they ought reasonably to be aware;

(c) if, or to the extent that, the other directors are already aware of it, and for this purpose the other directors are treated as aware of anything of which they ought reasonably to be aware; or

(d) if, or to the extent that, it concerns the terms of their service contract that have been, or are to be, considered at a board meeting.

## **7. DIRECTORS' CONFLICTS OF INTEREST**

7.1 The directors may, in accordance with the requirements set out in this article, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director breaching their duty under section 175 of the Act to avoid conflicts of interest provided that the required quorum at the meeting at which the matter is considered is met without counting the director in question or any other interested director (Conflict).

7.2 Any authorisation of a Conflict under this article may (whether at the time of giving the authorisation or subsequently):

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;
- (b) be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine; and
- (c) be terminated or varied by the directors at any time.

This will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation.

7.3 In authorising a Conflict the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through their involvement in the Conflict otherwise than as a director of the Company and in respect of which they owe a duty of confidentiality to another person, the director is under no obligation to:

- (a) disclose such information to the directors or to any director or other officer or employee of the company; or
- (b) use or apply any such information in performing their duties as a director,

where to do so would amount to a breach of that confidence.

7.4 Where the directors authorise a Conflict they may (whether at the time of giving the authorisation or subsequently) provide, without limitation, that the director:

- (a) is excluded from discussions (whether at meetings of directors or otherwise) related to the Conflict;
- (b) is not given any documents or other information relating to the Conflict; and
- (c) may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the Conflict.

**7.5 Where the directors authorise a Conflict:**

- (a) the director will be obliged to conduct themselves in accordance with any terms imposed by the directors in relation to the Conflict, and insofar as they do not do so their authorisation will no longer be valid; and
- (b) the director will not infringe any duty they owe to the company by virtue of sections 171 to 177 of the Act provided they act in accordance with such terms, limits and conditions (if any) as the directors impose in respect of its authorisation and provided that the conflicted director is not in breach of their duties set out in s171 to 177 of the Act otherwise than by reason of the mere existence of the conflict.

**7.6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which they derive from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.**

**8. RECORDS OF DECISIONS TO BE KEPT**

**8.1 Where decisions of the directors are taken by electronic means (including but not limited to, telephone, text message and e-mail), such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.**

**9. NUMBER OF DIRECTORS**

**9.1 Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any limitation. When the minimum number of directors shall be one, a sole director may exercise all powers and authorities vested in the directors by the Model Articles and by these articles.**

**9.2 Any director (other than an alternate director) (in this article, the appointor) may appoint any person (whether or not a director).**

**9.3 Any appointment or removal of an alternate director must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors.**

- 9.4 The notice must:
- (a) identify the proposed alternate; and
  - (b) 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.
- 9.5 An alternate director has the same rights, in relation to any decision of the directors, as the alternate's appointor.
- 9.6 Except as the Articles specify otherwise, alternate directors:
- (a) are deemed for all purposes to be directors;
  - (b) are liable for their own acts and omissions;
  - (c) are subject to the same restrictions as their appointors; and
  - (d) 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 their appointor is a member.
- 9.7 A person who is an alternate director but not a director:
- (a) may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating); and
  - (b) may participate in a unanimous decision of the directors (but only if their appointor is an eligible director in relation to that decision, and does not themselves participate).
- 9.8 A director who is also an alternate director is entitled, in the absence of their appointor, to a separate vote on behalf of their appointor, in addition to their own vote on any decision of the directors (provided that their appointor is an eligible director in relation to that decision).
- 9.9 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.
- 9.10 An alternate director's appointment as an alternate terminates:
- (a) when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;

- (b) 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
- (c) when the alternate director's appointor ceases to be a director for whatever reason.

## **10. DELEGATION OF POWERS TO COMMITTEES**

- 10.1 The directors may, to the extent permitted by law and within the limits of the Articles, appoint from amongst its members standing or ad hoc committees entrusted with the preparation and execution of its decisions or the supervision of specific parts of the business. The directors shall ensure that they are kept properly informed of any business undertaken by any committee. Such committee may elect a chair of its meetings and if no such chair is elected, or if at any meeting the chair is not present, the committee members present, may choose one of their number to chair the meeting.
- 10.2 The directors may, to the extent permitted by law and in accordance with the Articles, delegate all or part of the management to one or more of its members or to one or more committees.

## **11. APPOINTMENT OF DIRECTORS**

In any case where, as a result of death or bankruptcy, the company has no members and no directors, the personal representatives of the last member to have died or to have a bankruptcy order made against them (as the case may be) have the right, by notice in writing, to appoint a natural person, who is willing to act and is permitted to do so, to be a director.

## **12. SECRETARY**

The Company is not required to have a secretary, but the directors may choose to appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

## **13. VOTING AT GENERAL MEETINGS**

- 13.1 At a general meeting, on a show of hands, every member shall have one vote.
- 13.2 Where a poll is demanded, each member present in person or by proxy shall have one vote.
- 13.3 For the purposes of article 24 of the Model Articles, two persons entitled to vote upon the business to be transacted shall constitute a quorum.



#### **14. PROXIES**

- 14.1 Article 31(1) (d) of the Model Articles shall be deleted and replaced with the words "is delivered to the company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate".

#### **15. NOTICE**

- 15.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
- (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted;
  - (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address;
  - (c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
  - (d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this article, no account shall be taken of any part of a day that is not a working day.

- 15.2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act.

#### **16. INDEMNITY**

- 16.1 Subject to article 16.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:
- (a) each relevant officer shall be indemnified out of the company's assets against all costs, charges, losses, expenses and liabilities incurred by them as a relevant officer:
    - (i) in the actual or purported execution and/or discharge of their duties, or in relation to them; and
    - (ii) in relation to the company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

including (in each case) any liability incurred by them in defending any civil or criminal proceedings, in which judgment is given in their favour or in which they are acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on their part or in connection with any application in which the court grants them, in their capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the company's (or any associated company's) affairs, but not including any of the matters set out in section 234(3) of the Act; and

- (b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by them in connection with any proceedings or application referred to in article 16(1)(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

16.2 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.

16.3 In this article:

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

a "relevant officer" means any director or other officer or former director or other officer of the company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the company (or associated company) as auditor (whether or not they are also a director or other officer), to the extent they act in their capacity as auditor).

## **17. INSURANCE**

The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant officer in respect of any relevant loss.

## **18. RULES**

The directors may establish rules governing matters relating to Company administration that are required from time to time for the effective operation of the Company (for example, the provisions relating to classes of members, membership fees and subscriptions and the admission criteria for members). If there is a conflict between the terms of these Articles and any rules established under this Article, the terms of these Articles shall prevail.



Renaishi is a social  
enterprise on a mission  
to help people and  
places to thrive

Dear Members and Directors

## **NOTICE OF ANNUAL GENERAL MEETING OF RENAIISI LIMITED**

NOTICE is hereby given that the 21st Annual General Meeting of Renaishi Limited will be held as follows:

Date: 4 November 2019

Venue: Renaishi Head Office, 290 Mare Street, Hackney. E8 1HE

Time: 6.00pm

The business of the meeting will be as follows:

- a. Appointment of Chair, Vice Chair and non-executive directors
- b. Minutes of last meeting
- c. Acceptance of audited accounts
- d. Appointment of auditors
- e. Acceptance of updated governing documents

By order of the Board

John Hitchin  
Chief Executive  
17 October 2019.

## RENAISI LIMITED

### MINUTES OF THE EIGHTEENTH ANNUAL GENERAL MEETING HELD ON 4 NOVEMBER 2019 AT 6.00pm Renaisi, 290 Mare Street, Hackney, London. E8 1HE

Present: Karen Hinton-Platt (Chair) John Hitchin  
Rohati Chapman Kishan Chandarana  
Michael Toyer Paul di Paolo  
Susan Attard Surekha Aggarwal

Giles Kirham (auditor) present for item 4

1) **Apologies**

Laura Busfield  
Rob Pearce

2) **Election of Chair, Vice Chair and non-executive directors**

**Agreed (unanimously):**

That Paul di Paolo and Surekha Aggarwal would stand and were confirmed as non-executive directors.

**Agreed (unanimously):**

That Karen Hinton-Platt be elected as Chair for the ensuing year.  
Nominated by Kishan Chandarana and seconded by Michael Toyer

**Agreed (unanimously):**

That Rohati Chapman be elected as Vice-Chair for the ensuing year.  
Nominated by Karen Hinton-Platt and seconded by Susan Attard

3) **Minutes of the AGM held on 17 November 2018**

**Agreed:**

That the Minutes of the Meeting of the Annual General Meeting held on 17 November 2018 be approved as a correct record and signed by the Chair.

4) **Acceptance of audited accounts**

The draft accounts were presented by Giles Kerkham, issues discussed around the auditors reports and comments in regards the deferred tax amounts and the way in which we present leave.

**Agreed:**

That Michael Toyer would finalise the accounts with Auditor in line with the recommendations from the report and circulate a copy electronically for sign off in advance of December 31<sup>st</sup> deadline.

5) **Appointment of Auditors**

**Agreed:**

That Larkin Gowan Chartered Accountants will act as the Company's Auditors for 2019/20. It was agreed that this was for one more year with us raising awareness that this would be going to market after that. We would also look at managing the fees for the year 2019/20.

6) **Acceptance of updated governing documents**

**Agreed:**

That the circulated articles of association were adopted and agreed to be submitted to Companies House by the company secretary.

7) **AOB**

None

Meeting concluded @ 6.50pm

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