

**THE COMPANIES ACT 2006**

**COMMUNITY INTEREST COMPANY LIMITED BY GUARANTEE**

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**ARTICLES OF ASSOCIATION**

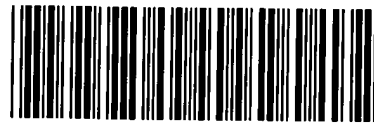
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**OF**

**ACHIEVING FOR CHILDREN COMMUNITY INTEREST COMPANY**

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## INDEX TO THE ARTICLES

INTERPRETATION	1
1. Defined Terms	1
2. Community Interest Company	1
3. Asset Lock	1
4. Not for profit	1
OBJECTS, POWERS AND LIMITATION OF LIABILITY	1
5. Objects	1
6. Powers	2
7. Liability of members	2
DIRECTORS	2
DIRECTORS' POWERS AND RESPONSIBILITIES	2
8. Directors' general authority	2
9. Members' reserve power	2
10. Chair	2
11. Directors <del>or</del> <sup>may</sup> delegate	2
DECISION-MAKING BY DIRECTORS	3
12. Directors to take decisions collectively	3
13. Calling a Directors' meeting	3
14. Participation in Directors' meetings	3
15. Quorum for Directors' meetings	4
16. Chairing of Directors' meetings	4
17. Decision-making at meetings	4
18. Decisions without a meeting	4
19. Conflicts of interest	5
20. Behaviour of Director with Conflict of Interest	6
21. Register of Directors' interests	7
APPOINTMENT AND RETIREMENT OF DIRECTORS	7
22. Methods of appointing Directors	7
23. Termination of Director's appointment	7
24. Directors' remuneration	8
25. Directors' expenses	8
26. Alternate Director	9
MEMBERS	10
BECOMING AND CEASING TO BE A MEMBER	10
27. Becoming a member	10
DECISION MAKING BY MEMBERS	10
28. Termination of membership	10
29. Members' meetings	10
30. Written resolutions	11
ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS	12
31. Means of communications to be used	12
32. Irregularities	12
33. Minutes	12
34. Records and accounts	12
35. Indemnity	13
36. Insurance	13
36. Exclusion of model articles	14
SCHEDULE	15

# **THE COMPANIES ACT 2006**

## **ARTICLES OF ASSOCIATION**

### **OF**

## **ACHIEVING FOR CHILDREN COMMUNITY INTEREST COMPANY**

### **INTERPRETATION**

#### **1. Defined Terms**

The interpretation of these Articles is governed by the provisions set out in Schedule 1.

### **COMMUNITY INTEREST COMPANY AND ASSET LOCK**

#### **2. Community Interest Company**

The Company is to be a community interest company.

#### **3. Asset Lock**

3.1 The Company shall not transfer any of its assets other than for full consideration.

3.2 Provided the conditions in Article 3.3 are satisfied, Article 3.1 shall not apply to:

3.2.1 the transfer of assets to any specified asset-locked body, or (with the consent of the Regulator) to any other asset-locked body; and

3.2.2 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.

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 or the Articles of the Company.

#### **4. Not for profit**

The Company is not established or conducted for private gain. Any surplus or assets shall be used for the benefit of the community in furtherance of the Company's objects.

### **OBJECTS, POWERS AND LIMITATION OF LIABILITY**

#### **5. Objects**

The objects of the Company are to carry on activities which benefit the community and in particular (without limitation) to serve the community by providing education services and social care services to children and young people (and in particular but not limited to

children and young people in the London Boroughs of Richmond upon Thames, Kingston upon Thames and Royal Borough of Windsor and Maidenhead) and to otherwise provide such services which provide, promote and enhance the education, development, health, well-being and protection of children and young people in the United Kingdom.

**6. Powers**

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 the Company being wound up while that person is a member or within one year after that person ceases to be a member, for:

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7.1.1 payment of the Company's debts and liabilities contracted before that person 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.

**DIRECTORS**

**DIRECTORS' POWERS AND RESPONSIBILITIES**

**8. 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.

**9. Members' reserve power**

The members may, by special resolution, direct the Directors to take, or refrain from taking, any specific action. No such special resolution invalidates anything which the Directors have done before the passing of the resolution.

**10. Chair**

The Directors may appoint any Non-executive Independent Director then in office to be the chair of the Directors for such term of office as they determine and may at any time remove him or her from office.

**11. Directors may delegate**

11.1 Subject to these Articles, the Directors may delegate any of the powers which are conferred on them under these Articles or the implementation of their decisions or day to day management of the affairs of the Company:

11.1.1 to such person or committee;

- 11.1.2 by such means (including by power of attorney);
  - 11.1.3 to such an extent;
  - 11.1.4 in relation to such matters or territories; and
  - 11.1.5 on such terms and conditions;
- as they think fit.
- 11.2 If the Directors so specify, any such delegation of this power may authorise further delegation of the Directors' powers by any person to whom they are delegated.
  - 11.3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

## **DECISION-MAKING BY DIRECTORS**

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

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Any decision of the Directors must be either a majority decision taken at a meeting in accordance with Article 17 (*Decision-making at meetings*) or a decision taken in accordance with Article 18 (*Decisions without a meeting*). In the event of the Company having only one Director, a majority decision is made when that single Director makes a decision.

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

- 13.1 Two Directors may (and the Secretary, if any, must at the request of two Directors) call a Directors' meeting.
  - 13.2 A Directors' meeting must be called by at least seven Clear Days' notice unless either:
    - 13.2.1 all the Directors agree in Writing; or
    - 13.2.2 urgent circumstances require shorter notice.
  - 13.3 Notice of Directors' meetings must be given to each Director.
  - 13.4 Every notice calling a Directors' meeting must specify:
    - 13.4.1 the place, day and time of the meeting; and
    - 13.4.2 if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
  - 13.5 Notice of Directors' meetings need not be in Writing.
  - 13.6 Notice of Directors' meetings may be sent by Electronic Means to an Address provided by the Director for the purpose.
- ### **14. Participation in Directors' meetings**
- 14.1 Subject to these Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:

- 14.1.1 the meeting has been called and takes place in accordance with these Articles; and
- 14.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 14.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.
- 14.3 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.
- 15. Quorum for Directors' meetings**
  - 15.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
  - 15.2 The quorum for Directors' meetings shall be fixed at four Directors, being:
    - 15.2.1 ~~three~~ <sup>Official</sup> Council Directors (being one Council Director appointed by each Council);
    - 15.2.2 one Non-Executive Independent Director.
  - 15.3 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 to call a general meeting so as to enable the members to appoint further Directors.
  - 15.4 The Councils shall use all reasonable endeavours to ensure that meetings of Directors are not inquorate by virtue of the Council Directors failing to attend such meetings in person or by alternate.
- 16. Chairing of Directors' meetings**

The Chair, if any, or in his or her absence another Non-executive Independent Director nominated by the Directors present shall preside as chair of each Directors' meeting.
- 17. Decision-making at meetings**
  - 17.1 Questions arising at a Directors' meeting shall be decided by a majority of votes.
  - 17.2 In all proceedings of Directors each Director must not have more than one vote.
- 18. Decisions without a meeting**
  - 18.1 The Directors may take a unanimous decision without a Directors' meeting in accordance with this Article 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 shall 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.

18.2 A decision which is made in accordance with Article 18.1 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:

18.2.1 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 if necessary (the "**Recipient**"), which person may, for the avoidance of doubt, be one of the Directors;

18.2.2 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 18.2;

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

18.2.4 the Recipient must prepare a minute of the decision in accordance with Article 33.

## 19. <sup>Official</sup> Conflicts of Interest

### 19.1 Inherent Conflicts of Interest

19.1.1 An "**Inherent Conflict of Interest**" is a situation where a Council Director has, or can have, a direct or indirect Conflict of Interest in circumstances where that Conflict of Interest arises as a direct or indirect result of the Council Director's relationship with the Council which appointed him, including:

- (a) a Conflict of Interest arising where the Council has or may have an existing or proposed transaction or arrangement with the Company; or
- (b) a Conflict of Interest arising through his or her status as an elected councillor, officer or other employee of a Council.

Any reference in this Article to a Conflict of Interest includes a conflict of interest and duty, and a conflict of duties.

19.1.2 A Director who has an Inherent Conflict of Interest:

- (a) is not required to declare that Inherent Conflict of Interest;
- (b) is authorised to have that Inherent Conflict of Interest; and
- (c) may, subject to Article 20, vote as a Director (and be counted in the quorum) on a decision concerning that Inherent Conflict of Interest and attend a meeting, or participate in any discussion, relating to that Inherent Conflict of Interest and receive information or advice received by the Company on that Inherent Conflict of Interest.

### 19.2 Conflicts of Interest other than Inherent Conflicts of Interest

19.2.1 If Article 19.1 does not apply:

- (a) 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; and
- (b) 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.

19.2.2 Whenever a matter is to be discussed at a meeting or decided in accordance with Article 17 (*Decision-making at a meeting*) and a Director has a Conflict of Interest in respect of that matter then, subject to Article 19.2.1, he or she must:

- (a) declare an interest at the time that, or before, discussion on the matter;
- (b) remain only for such part of the meeting as in the view of the other Directors is necessary to inform the debate;
- (c) ~~not be counted in the quorum for that part of the meeting; and~~  
Official
- (d) withdraw during the vote and have no vote on the matter.

19.2.3 The Directors may, to the fullest extent permitted by the law, authorise a Director to be in a position of Conflict of Interest (other than in relation to an Inherent Conflict of Interest, for which no further authorisation shall be required) provided:

- (a) in relation to the decision to authorise a Conflict of Interest, the conflicted Director must comply with Article 19.2;
- (b) 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;
- (c) 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.

## **20. Behaviour of Director with Conflict of Interest**

20.1 If a matter, or office, employment or position, is an Inherent Conflict of Interest or a Conflict of Interest which has been authorised by the Directors in accordance with Article 19.2.3 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.

20.2 A Director who has: (a) an Inherent Conflict of Interest; or (b) a Conflict of Interest which has been authorised by the Directors in accordance with Article 19.2.3 (subject to any limits or conditions to which such approval was subject in accordance with that Article) (each a "Relevant Conflict"):

20.2.1 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, in connection with that Relevant Conflict;



20.2.2 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; and

20.2.3 in the case of an Inherent Conflict of Interest, shall be permitted to share with his/her appointing Council any confidential information received by him or her in his/her capacity as a Director.

## **21. 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**

### **22. Methods of appointing Directors**

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22.1 Those persons notified to the Registrar of Companies as the first Directors of the Company shall be the first Directors.

22.2 Any person who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director by a decision of the members.

22.3 A Council may nominate one person to be a Council Director, and remove a Council Director whom it nominated, by giving notice to the Company. The appointment or removal takes effect on the date on which the notice is received by the Company or, if a later date is given in the notice, on that date. Each council may appoint a maximum of two Council Directors.

22.4 The Directors may, with the prior consent of the members, appoint one or more persons to be Executive Directors.

22.6 The members may appoint up to three further persons to be Non-executive Independent Directors, such persons to be appointed to their employment or office (as the case may be) on terms to be agreed between the members and the relevant persons.

## **23. Termination of Director's appointment**

A person ceases to be a Director as soon as:

- (a) that person ceases to be a Director by virtue of any provision of the Companies Act 2006, or is prohibited from being a Director by law;
- (b) a bankruptcy order is made against that person, or an order is made against that person in individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;

- (d) notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms; or
- (e) the Director fails to attend three consecutive meetings of the Directors and the Directors resolve that the Director be removed for this reason;
- (f) the Director's term of office (if any is specified in his or her terms of appointment or service) has expired and the person has not been re-appointed as a Director; or
- (g) notification is received by the Company from the Members that the Members, acting unanimously, have resolved that the Director be removed as a Director.

## **24. Directors' remuneration**

24.1 Directors may undertake any services for the Company that the Directors decide.

24.2 Directors are entitled to such remuneration as the members determine:  
Official

- (a) for their services to the Company as Directors; and
- (b) for any other service which they undertake for the Company.

24.3 Subject to these Articles, a Director's remuneration may:

- (a) take any form; and
- (b) 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.

24.4 Unless the members decide otherwise, Directors' remuneration accrues from day to day.

24.5 Unless the members 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.

## **25. Directors' expenses**

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

- (a) meetings of Directors or committees of Directors;
- (b) general meetings; or
- (c) 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.

## **26. Alternate Directors**

- 26.1 A Council Director (other than the Seconded Council Director) (an "**appointor**") may appoint an "**alternate**" in accordance with Article 26.3 to exercise his or her powers and carry out his or her responsibilities in relation to the taking of decisions by the Directors, in the absence of the alternate's appointor.
- 26.2 A Council Director appointed by the Royal Borough of Kingston-Upon-Thames shall be entitled to appoint any other Director or any employee of the Royal Borough of Kingston-Upon-Thames who holds the position of director, head of service, capability lead or an equivalent grade, to act as his/her alternate in accordance with Article 26.1. A Council Director appointed by the London Borough of Richmond-Upon-Thames shall be entitled to appoint any other Director or any employee of the London Borough of Richmond-Upon-Thames who holds the position of director, assistant director, head of service, or an equivalent grade, to act as his/her alternate in accordance with Article 26.1. A Council Director appointed by the Royal Borough of Windsor and Maidenhead shall be entitled to appoint any other Director or any employee of the Royal Borough of Windsor and Maidenhead who holds the position of director, assistant director, head of service or an equivalent grade, to act as his/her alternate in accordance with Article 26.1.
- Official
- 26.3 Any appointment or removal of an alternate must identify the proposed alternate and be effected by notice in Writing to the Company signed by the appointor, or in any other manner approved by the Directors.
- 26.4 An alternate may act as alternate to more than one appointor and has the same rights in relation to any decision of the Board as the alternate's appointor.
- 26.5 Except as these Articles specify otherwise, alternates:
- 26.5.1 are deemed for all purposes to be Directors;
  - 26.5.2 are liable for their own acts and omissions;
  - 26.5.3 are subject to the same restrictions as their appointors; and
  - 26.5.4 are not deemed to be agents of or for their appointors
- and, in particular (without limitation), each alternate 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.
- 26.6 A person who is an alternate but not a Director:
- 26.6.1 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);
  - 26.6.2 may participate in a decision of the Directors (but only if his or her appointor is an eligible Director in relation to that decision, but does not participate); and
  - 26.6.3 shall not be counted as more than one Director for the purposes of Articles 26.5.1 and 26.5.2.
- 26.7 A Director who is also an alternate is entitled, in the absence of his or her appointor, to a separate vote on behalf of the appointor, in addition to his or her own vote on any decision of the Directors (PROVIDED that the appointor is an eligible director in relation to that

decision), but shall not count as more than one Director for the purposes of determining whether a quorum is present.

26.8 An alternate is not entitled to receive any remuneration from the Company for serving as an alternate except such part of the alternate's appointor's remuneration as the appointor may direct by notice in Writing made to the Company.

26.9 A person's appointment as an alternate terminates:

26.9.1 when the alternate's appointor revokes the appointment by notice to the Company in Writing specifying when it is to terminate;

26.9.2 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;

26.9.3 on the death of the alternate's appointor; or

26.9.4 ~~Official~~ When the alternate's appointor's appointment as a Director terminates.

## **MEMBERS**

### **BECOMING AND CEASING TO BE A MEMBER**

#### **27. Becoming a member**

27.1 The subscribers to the Memorandum are the first members of the Company.

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

27.3 No person shall be admitted a member of the Company unless that person is approved by the Directors.

27.4 Every person who wishes to become a member shall deliver to the Company an application for membership in such form (and containing such information) as the Directors require and executed by him or her.

#### **28. Termination of membership**

28.1 Membership is not transferable to anyone else.

28.2 Membership is terminated if:

28.2.1 a member gives written notice of its resignation to the Company;

28.2.2 the member dies or ceases to exist; or

28.2.3 otherwise in accordance with these Articles.

## DECISION MAKING BY MEMBERS

### 29. Members' meetings

- 29.1 The Directors or members may call a general meeting at any time.
- 29.2 General meetings must be held in accordance with the provisions regarding such meetings in the Companies Acts.
- 29.3 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.
- 29.4 Article 29.3 shall not prevent a person who is a proxy for a member or a duly authorised representative of a member from voting at a general meeting of the Company.

### 30. Written resolutions

- 30.1 Subject to ~~Article~~ <sup>Official</sup> 30.3, a written resolution of the Company passed in accordance with this Article 30 shall have effect as if passed by the Company in general meeting:
  - 30.1.1 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.
  - 30.1.2 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.
- 30.2 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.
- 30.3 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.
- 30.4 A copy of the written resolution proposed to be passed 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.
- 30.5 A member signifies their agreement to a proposed written resolution when the Company receives from that member an authenticated Document identifying the resolution to which it relates and indicating his or her agreement to the resolution.
  - 30.5.1 If the Document is sent to the Company in Hard Copy Form, it is authenticated if it bears the member's signature.
  - 30.5.2 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 accompanied by a statement of the identity of the member and the Company has no reason to doubt the truth of that statement

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.

- 30.6 A written resolution is passed when the required majority of eligible members have signified their agreement to it.
- 30.7 A proposed written resolution lapses if it is not passed within 28 days beginning with the circulation date.

## **ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS**

### **31. Means of communication to be used**

- 31.1 Subject to these Articles, anything sent or supplied by or to the Company under these 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.
- 31.2 Subject to these Articles, any notice or Document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or Documents for the time being.
- 31.3 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.

### **32. 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.

### **33. Minutes**

- 33.1 The Directors must cause minutes to be made in books kept for the purpose:

- 33.1.1 of all appointments of officers;

- 33.1.2 of all resolutions of the Company and of the Directors (including, without limitation, decisions of the Directors made without a meeting); and

- 33.1.3 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.

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

#### **34. Records and accounts**

- 34.1 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:

34.1.1 annual reports;

34.1.2 annual returns; and

34.1.3 annual statements of account.

- 34.2 A Council <sup>Official</sup> or the Councils together may at any time by notice in Writing to the Company request access to any accounting or other records or information of the Company. The Company shall comply with any request for access so received as soon as reasonably practicable following receipt of such notice, including providing copies of any records or information where the same have been so requested.

#### **35. Indemnity**

- 35.1 Subject to Article 35.2, a relevant Director of the Company or an associated company may be indemnified out of the Company's assets against:

- (a) any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company;
- (b) any liability incurred by that Director in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006); and
- (c) any other liability incurred by that Director as an officer of the Company or an associated company.

- 35.2 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.

- 35.3 In this Article:

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- (b) a "**relevant Director**" means any Director or former Director of the Company or an associated company.

#### **36. Insurance**

36.1 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.

36.2 In this Article:

- (a) a "**relevant Director**" means any Director or former Director of the Company or an associated company;
- (b) a "**relevant loss**" means any loss or liability which has been or may be incurred by a relevant Director in connection with that Director's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and
- (c) companies are "**associated**" if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

**37. Exclusion of model articles**

The relevant <sup>Official</sup> model articles for a company limited by guarantee are hereby expressly excluded.



## SCHEDULE 1

### INTERPRETATION

#### Defined terms

1. In these 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;
"Articles"	the Company's articles of association as amended from time to time;
"asset-locked body"	(i) a community interest company, a charity or a Permitted Industrial and Provident Society; or (ii) a body established outside the United Kingdom that is equivalent to any of those;
"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;
"Chair"	has the meaning given in Article 10;
"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"	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Company;
"Company"	Achieving for Children Community Interest Company;
"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;
"Council Director"	a Director appointed by a Council or Councils pursuant to Article 22.3;
"Councils"	the London Borough of Richmond upon Thames and the Royal Borough of Kingston upon Thames;

<b>"Director"</b>	a director of the Company, and includes any person occupying the position of director, by whatever name called;
<b>"Document"</b>	includes, unless otherwise indicated, any document sent or supplied in Electronic Form;
<b>"Electronic Form" and "Electronic Means"</b>	have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
<b>"Executive Director"</b>	a Director employed by the Company;
<b>"Hard Copy Form"</b>	has the meaning given to it in the Companies Act 2006;
<b>"member"</b>	has the meaning given in section 112 of the Companies Act 2006. The Councils shall be the only members, unless the registration of an additional member receives the prior written approval of both Councils;
<b>"Memorandum Official"</b>	the Company's memorandum of association;
<b>"Non-Council Director"</b>	a Director other than a Council Director;
<b>"Non-executive Independent Director"</b>	a non-executive independent Director other than a Council Director;
<b>"participate"</b>	in relation to a Directors' meeting, has the meaning given in Article 14;
<b>"Permitted Industrial and Provident Society"</b>	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;
<b>"the Regulator"</b>	the Regulator of Community Interest Companies;
<b>"Seconded Council Director"</b>	has the meaning given in Article 22.4;
<b>"Secretary"</b>	the secretary of the Company (if any);
<b>"specified"</b>	means specified in the Memorandum or these Articles for the purposes of this paragraph;
<b>"subsidiary"</b>	has the meaning given in section 1159 of the Companies Act 2006;
<b>"transfer"</b>	includes every description of disposition, payment, release or distribution, and the creation or extinction of an estate or interest in, or right over, any property; and
<b>"Writing"</b>	the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or

	otherwise.
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2. Subject to clause 3 of this Schedule, any reference in these 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 Acts as in force on the date when these Articles become binding on the Company.

Official