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The Companies Act 2006

Community Interest Company Limited by Guarantee

Articles of Association

of

Our Parklife C.I.C.

As amended by special resolution on 26
November 2019

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Community Interest Company Limited by Guarantee

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The Companies Act 2006

Articles of Association

of

OUR PARKLIFE C.I.C.

INTERPRETATION

1. Defined Terms

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

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 into an asset-locked body.

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

3.4 If:

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

3.4.2 all its liabilities have been satisfied

any residual assets shall be given or transferred to the asset-locked body specified in Article 3.5 below.

3.5 For the purposes of this Article 3, the following asset-locked bodies are specified as potential recipients of the Company's assets in equal proportions under Articles 3.2 and 3.4:

3.5.1 Name: Groundwork London

Charity Registration Number: 1121105

Registered / Principal Office: 18-21 Morley Street, London SE1 7QZ

3.5.2 Name: Growing a Greener Britain

Charity Registration Number: 1155654

Registered / Principal Office: Landscapes House, 3 Rye Hill Office Park,
Birmingham Road, Allesley, Coventry, CV5 9AB

4. Not for profit

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

OBJECTS, POWERS AND LIMITATION OF LIABILITY

5. Objects

5.1 The objects of the Company are to carry on activities which benefit the community and in particular (without limitation) to promote the social, economic and environmental well-being of residents in the boroughs immediately surrounding the Queen Elizabeth Olympic Park in Stratford by providing:

- 5.1.1 opportunities in the Park for employment and training; improving skills and knowledge; and encouraging entrepreneurship, innovation and business skills;
- 5.1.2 opportunities in the Park within the operations of the Members across London for employment and training and improving skills and knowledge;
- 5.1.3 opportunities in the Park for new and existing residents to meet and mix to promote cohesion and inclusion; and
- 5.1.4 opportunities in the Park for local people to volunteer, to learn about environmental sustainability and to undertake initiatives in their own neighbourhoods and provide educational opportunities for schools and young people.

6. Powers

To further its objects the Company may do all such lawful things as may further the Company's objects and, in particular, but, without limitation, may borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds.

7. Liability of Members

7.1 The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound

up while he or she is a Member or within one year after he or she ceases to be a Member, for:

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

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

8. Directors' general authority

Subject to the 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

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

10. Directors may delegate

- 10.1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles or the implementation of their decisions or day to day management of the affairs of the Company:
 - 10.1.1 to such person or committee;
 - 10.1.2 by such means (including by power of attorney);
 - 10.1.3 to such an extent;
 - 10.1.4 in relation to such matters or territories; and
 - 10.1.5 on such terms and conditions;as they think fit.
- 10.2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.
- 10.3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

DECISION-MAKING BY DIRECTORS

11. Directors to take decisions collectively

Any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Article 17.

12. Calling a Directors' meeting

12.1 Two Directors may (and the Secretary, if any, must at the request of two Directors) call a Directors' meeting.

12.2 A Directors' meeting must be called by at least seven Clear Days' notice unless either:

12.2.1 all the Directors agree; or

12.2.2 urgent circumstances require shorter notice.

12.3 Notice of Directors' meetings must be given to each Director.

12.4 Every notice calling a Directors' meeting must specify:

12.4.1 the place, day and time of the meeting; and

12.4.2 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.

12.5 Notice of Directors' meetings need not be in Writing.

12.6 Notice of Directors' meetings may be sent by Electronic Means to an Address provided by the Director for the purpose.

13. Participation in Directors' meetings

13.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:

13.1.1 1 the meeting has been called and takes place in accordance with the Articles; and

13.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

13.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.

13.3 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.

14. Quorum for Directors' meetings

- 14.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 14.2 The quorum for Directors' meetings shall be three.
- 14.3 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. Chairing of Directors' meetings

The Chair, if any, or in his or her absence another Director nominated by the Directors present shall preside as chair of each Directors' meeting.

16. Decision-making at meetings

- 16.1 Questions arising at a Directors' meeting shall be decided by a majority of votes.
- 16.2 In all proceedings of Directors each Director must not have more than one vote.
- 16.3 For the avoidance of doubt, the Chair shall not have a casting or second vote.

17. Decisions without a meeting

- 17.1 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 may, but need not, take the form of a resolution in Writing, copies of which have been signed by each Director or to which each Director has otherwise indicated agreement in Writing.
- 17.2 A decision which is made in accordance with Article 17.1 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:
 - 17.2.1 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;
 - 17.2.2 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 17.2;
 - 17.2.3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval;
 - 17.2.4 the Recipient must prepare a minute of the decision in accordance with Article 34.

18. Conflicts of interest

- 18.1 Whenever a Director finds himself or herself in a situation that is reasonably likely to give rise to a Conflict of Interest, he or she must declare his or her interest to the Directors.
- 18.2 Subject to the Companies Act 2006 and the Community Interest Company Regulations 2005 as amended, any Director with a Conflict of Interest can participate in a vote on a matter which gives rise to that Conflict of Interest and can be counted in the quorum.
- 18.3 A Director shall not be accountable to the Company for any benefit which he or she derives from any matter, or from any office, employment or position, which is permitted by this Article 18.

19. 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 an-angement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared.

COMMUNITY BOARD

20. Community Board

- 20.1 The Directors of the Company may establish a committee with the name the "Community Board" to undertake the following:
 - 20.1.1 provide feedback on the Company's operations and plans;
 - 20.1.2 promote the Company to the wider community;
 - 20.1.3 provide links to other plans and initiatives related to the Queen Elizabeth Olympic Park; and
 - 20.1.4 provide links to other community organisations and local initiatives
- 20.2 For the avoidance of doubt, the Community Board shall have a consultative role in the Company's management or affairs only.
- 20.3 The Community Board shall comprise:
 - 20.3.1 up to one representative of each of the Members;
 - 20.3.2 up to one representative of London Legacy Development Corporation Olympic Park Legacy Committee (Mayoral Development Corporation established under the Localism Act 2011);
 - 20.3.3 3 up to three Co-opted Members; and
 - 20.3.4 such other members as the Directors may determine from time to time.

- 20.4 Co-Opted Members shall be appointed by majority resolution of the Community Board. When making co-options the Community Board members shall have regard to the particular composition and skills and experience of the Community Board.
- 20.5 The Community Board shall appoint one of their number to be the chair of the Community Board by majority resolution for such term of office as they determine and may at any time remove him or her from that office.
- 20.6 The deliberations of the Community Board must be reported regularly to the Directors and any resolution passed or decision taken by any committee must be reported promptly to the Directors.
- 20.7 The Community Board shall not knowingly incur expenditure or liability on behalf of the Company except where authorised by the Directors or in accordance with a budget which has been approved by the Directors.
- 20.8 The meetings and proceedings of the Community Board shall be governed by the Articles regulating the meetings and proceedings of the Directors so far as they apply and are not superseded by any regulations made by the Directors.

APPOINTMENT AND RETIREMENT OF DIRECTORS

21. Methods of appointing Directors and the Chair

- 21.1 Those persons notified to the Registrar of Companies as the first Directors of the Company shall be the first Directors.
- 21.2 Each Member (other than Cofely Workplace Limited) shall be entitled to appoint up to one Director and Cofely Workplace Limited shall be entitled to appoint up to two Directors on such terms as the relevant Member thinks fit (the "**Member Appointed Directors**") by notice to the Company in writing. If any of the offices of Member Appointed Directors become vacant, the relevant Member shall appoint a new Member Appointed Director in accordance with this Article 21.2.
- 21.3 Unless decided differently in a written resolution of the Directors, ENGIE Services Limited (formerly Cofely Workplace Limited) shall appoint one of their Member Appointed Directors as the Chair.

22. Termination of Director's appointment

- 22.1 A person ceases to be a Director as soon as:
 - 22.1.1 the relevant Member revokes the appointment of its Member Appointed Director by notice to the Company in writing specifying when it is to terminate;
 - 22.1.2 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;
 - 22.1.3 a bankruptcy order is made against that person, or an order is made against that person in individual insolvency proceedings in a jurisdiction other than

England and Wales or Northern Ireland which has an effect similar to that of bankruptcy;

- 22.1.4 a composition is made with that person's creditors generally in satisfaction of that person's debts;
- 22.1.5 the Directors reasonably believe he or she is suffering from mental disorder and incapable of acting and they resolve that he or she be removed from office;
- 22.1.6 notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least two Directors will remain in office when such resignation has taken effect); or
- 22.1.7 the Director fails to attend three consecutive meetings of the Directors and the Directors resolve that the Director be removed for this reason.

23. Directors' remuneration

- 23.1 Directors may undertake any services for the Company that the Directors decide.
- 23.2 Directors are entitled to such remuneration as the Directors determine:
 - 23.2.1 for their services to the Company as Directors; and
 - 23.2.2 for any other service which they undertake for the Company.
- 23.3 Subject to the Articles, a Director's remuneration may:
 - 23.3.1 take any form; and
 - 23.3.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director.
- 23.4 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.
- 23.5 Unless the Directors decide otherwise, Directors are not accountable to the Company for any remuneration which they receive as Directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

24. Directors' expenses

- 24.1 The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at:
 - 24.1.1 meetings of Directors or committees of Directors;
 - 24.1.2 general meetings; or

24.1.3 separate meetings of any class of Members or of the holders of any debentures of the Company,

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

ALTERNATE DIRECTORS

25. Appointment and removal of alternate directors

25.1 Any Director (other than an alternate director) ("**Appointor**") may appoint as an alternate any other director, or any other person approved by resolution of the directors, to:

25.1.1 exercise that Director's powers; and

25.1.2 carry out that Director's responsibilities,

in relation to the taking of decisions by the Directors, in the absence of the alternate's Appointor.

25.2 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.

25.3 The notice must:

25.3.1 identify the proposed alternate; and

25.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of the Director giving the notice.

26. Rights and responsibilities of alternate directors

26.1 An alternate director may act as alternate director to more than one Director and has the same rights in relation to any decision of the Directors as the alternate's Appointor.

26.2 Except as the Articles specify otherwise, alternate directors:

26.2.1 are deemed for all purposes to be Directors;

26.2.2 are liable for their own acts and omissions;

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

26.2.4 are not deemed to be agents of or for their Appointors

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

- 26.3 A person who is an alternate director but not a Director:
- 26.3.1 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);
 - 26.3.2 may participate in a unanimous decision of the Directors (but only if his Appointor is eligible to vote in relation to that decision, but does not participate); and
 - 26.3.3 shall not be counted as more than one Director for the purposes of Article 14.
- 26.4 A Director who is also an alternate director is entitled, in the absence of his Appointor(s), to a separate vote on behalf of each Appointor, in addition to his own vote on any decision of the Directors (provided that an Appointor for whom he exercises a separate vote is eligible to vote in relation to that decision).
- 26.5 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as if he were a Director but shall not be entitled to receive any remuneration from the Company for serving 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.
- 27. Termination of alternate directorship**
- 27.1 An alternate director's appointment as an alternate (in respect of a particular Appointor) terminates:
- 27.1.1 when the alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
 - 27.1.2 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;
 - 27.1.3 on the death of the alternate's Appointor; or
 - 27.1.4 when the alternate director's Appointor ceases to be a Director for whatever reason.

MEMBERS

BECOMING AND CEASING TO BE A MEMBER

- 28. Becoming a Member**
- 28.1 The subscribers to the Memorandum are the first Members of the Company.
- 28.2 Such other persons as are admitted to membership in accordance with the Articles shall be members of the Company.
- 28.3 No person shall be admitted a member of the Company unless he or she is approved by the Directors.

- 28.4 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.
- 28.5 Every Member shall appoint an individual, who shall normally be the executive head of the body or an alternative senior officer, to represent it at meetings of the Company and the name of such representative and the fact that he or she is the representative of such Member shall be noted in the register of members. A Member shall be able to replace its representative with another individual by giving notice to the Company.
- 29. Termination of Membership**
- 29.1 Membership is not transferable to anyone else.
- 29.2 Membership is terminated if:
- 29.2.1 the member dies or ceases to exist;
 - 29.2.2 otherwise in accordance with the Articles;
 - 29.2.3 following at least 12 months' notice given by the Member to the Company of its intention to withdraw;
 - 29.2.4 if the Member goes into liquidation other than for the purpose of a solvent reconstruction or amalgamation, has an administrator or a receiver or an administrative receiver appointed over all or any part of its assets, or has an order made or a resolution passed for its winding up; or
 - 29.2.5 if any subscription or other sum payable by the Member to the Company is not paid on the due date and remains unpaid the end of the period of two calendar months beginning with the due date.

DECISION MAKING BY MEMBERS

30. Members' meetings

- 30.1 The Directors may call a general meeting at any time.
- 30.2 The quorum for a general meeting shall be the authorised representatives of at least three of the Members of the Company appointed under Article 28.5. No business shall be transacted by any general meeting unless a quorum is present at the commencement of the meeting and also when that business is voted on.
- 30.3 In the case of any resolution proposed to the Members, Cofely Workplace Limited shall be entitled to cast two votes and the other Members shall be entitled to cast one vote each.
- 30.4 General meetings must be held in accordance with the provisions regarding such meetings in the Companies Acts.

30.5 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.

30.6 Article 30.5 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.

31. Written resolutions

31.1 Subject to Article 31.3, a written resolution of the Company passed in accordance with this Article 31 shall have effect as if passed by the Company in general meeting:

31.1.1 A written resolution is passed as an ordinary resolution if it is passed by a simple majority of eligible Members voting in accordance with Article 30.3.

31.1.2 A written resolution is passed as a special resolution if it is passed by Members representing not less than 75% of eligible Members voting in accordance with Article 30.3. A written resolution is not a special resolution unless it states that it was proposed as a special resolution.

31.2 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.

31.3 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.

31.4 A copy of the written resolution must be sent to every Member together with a statement informing the Member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse. Communications in relation to written notices shall be sent to the Company's auditors in accordance with the Companies Acts.

31.5 A Member signifies their agreement to a proposed written resolution when the Company receives from him or her an authenticated Document identifying the resolution to which it relates and indicating his or her agreement to the resolution.

31.5.1 If the Document is sent to the Company in Hard Copy Form, it is authenticated if it bears the Member's signature.

31.5.2 If the Document is sent to the Company in Electronic Form, it is authenticated if the identity of the Member is confirmed in a manner specified by the Company or where no such manner has been specified by the Company if the communication contains or is accompanied by a statement of the identity of the Member and the Company has no reason to doubt the truth of that statement.

31.6 A written resolution is passed when the required majority of eligible Members have signified their agreement to it.

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

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

32. Means of communication to be used

32.1 Subject to the Articles:

32.1.1 anything sent or supplied by or to the Company under the Articles; and

32.1.2 anything sent or supplied by the Company under the Companies Acts,

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 (as the case may be).

- 32.2 Subject to the Articles, any notice or Document to be sent or supplied to a Director in connection with the taking of decisions by Directors may 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.

- 32.3 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.

33. 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.

34. Minutes

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

- 34.1 of all appointments of officers made by the Directors;
- 34.2 of all resolutions of the Company and of the Directors (including, without limitation, decisions of the Directors made without a meeting); and
- 34.3 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.

35. Records and accounts

35.1 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:

35.1.1 annual reports;

35.1.2 annual returns; and

35.1.3 annual statements of account.

36. Indemnity

36.1 Subject to Article 36.2, a relevant Director of the Company or an associated company may be indemnified out of the Company's assets against:

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

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

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

36.2 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.

36.3 In this Article:

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

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

37. Insurance

37.1 **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.

37.2 In this Article:

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

37.2.2 a "relevant loss" means any loss or liability which has been or may be incurred by a relevant Director in connection with that Director's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the company or associated company; and

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

38. **Exclusion of model articles**

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

SCHEDULE

INTERPRETATION

Defined terms

1. In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

Term	Meaning
1.1 "Address"	includes a number or address used for the purposes of sending or receiving Documents by Electronic Means;
1.2 "Articles"	the Company's articles of association;
1.3 "asset-locked body"	means (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;
1.4 "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;
1.5 "Chair"	has the meaning given in Article 21.3;
1.6 "Circulation Date"	in relation to a written resolution, has the meaning given to it in the Companies Acts;
1.7 "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;
1.8 "community"	is to be construed in accordance with accordance with Section 35(5) of the Company's (Audit) Investigations and Community Enterprise) Act 2004;
1.9 "Community Board"	means a committee established to undertake the activities set out in Article 20.1;
1.10 "Companies Acts"	means the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Company;
1.11 "Company"	Stat123 C.I.C.;

- 1.12 "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;
- 1.13 "Co-opted Member" has the meaning given in Article 20.4;
- 1.14 "Director" a director of the Company, and includes any person occupying the position of director, by whatever name called;
- 1.15 "Document" includes, unless otherwise indicated, any document sent or supplied in Electronic Form;
- 1.16 "Electronic Form" and "Electronic Means" have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
- 1.17 "Hard Copy Form" has the meaning given to it in the Companies Act 2006;
- 1.18 "Members" means the following organisations:
- Cofely Workplace Limited, a private limited company (company number: 00598379) at registered office Senator House, 85 Queen Victoria Street, London EC4V 4DP;
 - Groundwork London, a charitable company limited by guarantee (company number: 04212532) (registered charity number: 1121105) at registered office 18-21 Morley Street, London SE1 7QZ;
 - Renaisi Limited, a company limited by guarantee (company number: 03532867) at registered office Renaisi House, 21 Garden Walk, London EC2A 3EQ; and
 - The Landscape Group Limited, a private limited company (company number: 03542918) at registered office Landscapes House, 3 Rye Hill Office Park, Birmingham Road, Allesley, Coventry, CV5 9AB.
- and "Member" means any of the above organisations;
- 1.19 "Member Appointed Director" means a Director appointed by a Member m

- accordance with Article 21.2;
- 1.20 **"Memorandum"** the Company's memorandum of association;
- 1.21 **"participate"** in relation to a Directors' meeting, has the meaning given in Article 13;
- 1.22 **"Permitted Industrial and Provident Society"** an industrial and provident society which has a restriction on the use of its assets in accordance with Regulation 4 of the Community Benefit Societies (Restriction on Use of Assets) Regulations 2006 or Regulation 4 of the Community Benefit Societies (Restriction on Use of Assets) Regulations (Northern Ireland) 2006;
- 1.23 **"the Regulator"** means the Regulator of Community Interest Companies;
- 1.24 **"Secretary"** the secretary of the Company (if any);
- 1.25 **"specified"** means specified in the Memorandum or Articles of association of the Company for the purposes of this paragraph;
- 1.26 **"subsidiary"** has the meaning given in section 1159 of the Companies Act 2006;
- 1.27 **"transfer"** includes every description of disposition, payment, release or distribution, and the creation or extinction of an estate or interest in, or right over, any property; and
- 1.28 **"Writing"** the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise.
2. Subject to clause 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.
3. Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles become binding on the Company.