

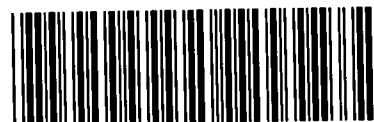
The Companies Act 2006

Community Interest Company Limited by Guarantee

Articles of Association
of
Wessex Social Ventures C.I.C.

(CIC Limited by Guarantee, Schedule 1, Small Membership)

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The Companies Act 2006
Community Interest Company Limited by Guarantee

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The Companies Act 2006
Articles of Association
of
Wessex Social Ventures C.I.C.
INTERPRETATION

1. Defined Terms

- 1.1 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

- 2.1 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:
- (a) the transfer of assets to any specified asset-locked body, or (with the consent of the Regulator) to any other asset-locked body; and
 - (b) the transfer of assets made for the benefit of the community other than by way of a transfer of assets 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 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 body is specified as a potential recipient of the Company's assets under Articles 3.2 and 3.4:
- Name: Social Enterprise Coalition CIC
(Please note that a community interest company cannot nominate itself as the asset locked body. It also cannot nominate a non-asset locked body. An asset locked body

is defined as a CIC or charity, a permitted industrial and provident society or non-UK based equivalent.)

Charity Registration Number (if applicable):

Company Registration Number (if applicable): 4426564

Registered Office: The Fire Station, 139 Tooley Street, London, SE1 2HZ.

4. Not for profit

- 4.1 The Company is not established or conducted for private gain: any surplus or assets are used principally for the benefit of the community.
- 4.2 Any recommendations by the Directors for the distribution or spending of surplus profits of the Company must be referred to the Members on an annual basis and any decision to spend or distribute surplus profits may only be made with the prior approval of the Members.

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:

- a) Developing social enterprises and micro-franchises for base of the pyramid communities
- b) Acting as a franchisor for the micro-franchises
- c) Supporting other organisations to develop social enterprises and sustainable development programmes
- d) Supporting the running of sustainable development programmes
- e) Other activities that contribute directly or indirectly to the above objects

6. Powers

- 6.1 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

- 8.1 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 under the Companies Acts.

9. 8.2Members' 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. Chair of Directors

The Directors may appoint one of their number 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 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:

- 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; and

- 11.1.5 on such terms and conditions;

as they think fit but will remain responsible for any delegated power or activity.

- 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

Any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Article 18.

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; 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 the 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 the 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 may be fixed from time to time by a decision of the Directors, but it must never be less than two, and unless otherwise fixed it is two.
- 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:
 - 15.3.1 to appoint further Directors; or
 - 15.3.2 to call a general meeting so as to enable the members to appoint further Directors.

16. Chairing of Directors' meetings

The Chair of Directors, if any, or in his or her absence another 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.
- 17.3 In case of an equality of votes, the Chair of Directors shall have a second or casting 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 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.
- 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. Conflicts of interest

19.1 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 unless, or except to the extent that, the other Directors are or ought reasonably to be aware of it already.

19.2 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.

19.3 Whenever a matter is to be discussed at a meeting or decided in accordance with Article 18 and a Director has a Conflict of Interest in respect of that matter then, subject to Article 20, he or she must:

19.3.1 remain only for such part of the meeting as in the view of the other Directors is necessary to inform the debate;

19.3.2 not be counted in the quorum for that part of the meeting; and

19.3.3 withdraw during the vote and have no vote on the matter.

19.4 When a Director has a Conflict of Interest which he or she has declared to the Directors, he or she 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.

20. Directors' power to authorise a conflict of interest

20.1 The Directors have power to authorise a Director to be in a position of Conflict of Interest provided:

20.1.1 in relation to the decision to authorise a Conflict of Interest, the conflicted Director must comply with Article 19.3;

20.1.2 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;

20.1.3 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.

20.2 If a matter, or office, employment or position, has been authorised by the Directors in accordance with Article 20.1 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.

- 20.3 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 has been authorised by the Directors in accordance with Article 20.1 (subject to any limits or conditions to which such approval was subject).

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

- 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.

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 (but only if at least two Directors will remain in office when such resignation has taken effect);
- (e) the Director fails to attend three consecutive meetings of the Directors and the Members resolve that the Director be removed for this reason;
- (f) the Director is removed from membership by a unanimous resolution of the Members that they have reasonable cause to pass such a resolution and it is in the best interests of the Company that the membership is terminated. Such a resolution may not be passed unless:

- i. the Director has been given at least 14 clear days' notice in writing of the meeting of the Members at which the resolution will be proposed and the reasons why it will be proposed; and
- ii. the Director or, at the option of the Director, the Director's representative (who need not be a Director or Member of the Company) has been given a reasonable opportunity to make representations to the meeting either in person or in writing. The Members must consider any representations made by the Director (or the Director's representative) and inform the Director of their decision following such consideration.
- iii. a Director removed from membership by such a resolution shall remain liable to pay to the Company any subscription or other sum owed by them.

(g) the Director provides one months' notice in writing to the Members.

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 Directors determine:

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

provided that prior approval is obtained from the Chair of Directors and any management team of the Company.

24.3 Subject to the 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 Directors decide otherwise, Directors' remuneration accrues from day to day.

24.5 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.

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.

MEMBERS

BECOMING AND CEASING TO BE A MEMBER

26. Becoming a Member

- 26.1 The subscribers to the Memorandum are the first members of the Company and shall be responsible for exercising all Member rights under the Companies Act 2006 (or any subsequent or subordinate legislation).
- 26.2 The Members shall appoint the Directors
- 26.3 Such other persons as agree to become Members of the Company, whose names are entered in the register of Members, and who are admitted to membership in accordance with the Articles, shall be Members of the Company.
- 26.4 No person shall be admitted as a Member of the Company unless he or she is approved by the Directors.
- 26.5 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 Members require and executed by him or her.
- 26.6 The Directors may establish different classes of Members and recognise one or more classes of supporters who are not Members (but who may nevertheless be termed 'members') and set out their respective rights and obligations.
- 26.7 The Members when complete will consist of at least two and not more than ten individuals who are over the age of 18, all of whom must support the Objects.

27. Termination of Members

- 27.1 Membership is not transferable to anyone else.
- 27.2 Membership is terminated if:
 - 27.2.1 the Member dies or ceases to exist;
 - 27.2.2 otherwise in accordance with the Articles.

27.2.3 the Member provides one months' notice in writing to the Members;

27.2.4 the Member is removed from membership by a unanimous resolution of the Members that they have reasonable cause to pass such a resolution and it is in the best interests of the Company that the membership is terminated. Such a resolution may not be passed unless:

- i. the Member has been given at least 14 clear days' notice in writing of the meeting of the Members at which the resolution will be proposed and the reasons why it will be proposed; and
- ii the Member or, at the option of the Member, the Member's representative (who need not be a Member of the Company) has been given a reasonable opportunity to make representations to the meeting either in person or in writing. The Members must consider any representations made by the Member (or the Member's representative) and inform the Member of their decision following such consideration.
- iii. a Member removed from membership by such a resolution shall remain liable to pay to the Company any subscription or other sum owed by them.

DECISION MAKING BY MEMBERS

28. Members' meetings

28.1 The Directors may call a general meeting at any time.

28.2 General meetings must be held in accordance with the provisions regarding such meetings in the Companies Acts.

28.3 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.

28.4 Article 32.3 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.

29. Annual general meeting

29.1 The Company may (but need not) hold an AGM in any year.

32.2 Members must annually (at the AGM if so called):

- (1) receive the accounts of the Company for the previous financial year;
- (2) receive a written report from the Directors on the Company's activities and a report from the auditors;
- (3) be informed of the retirement of those Directors who wish to retire;
- (4) appoint Directors to fill the vacancies arising and removal any Directors as required; and
- (5) appoint reporting accountants or auditors for the Company.

- 29.2 An annual general meeting shall be held at such time (consistent with the terms of the Companies Acts) and place as may be determined and called by the Members.

30. Written resolutions

- 30.1 Subject to Article 30.3, a written resolution of the Company passed in accordance with this Article 34 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 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 him or her 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.

- 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 the Articles, anything sent or supplied by or to the Company under the 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 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.
- 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 made by the Directors;
 - 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

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 annual reports;
- 34.2 annual returns; and
- 34.3 annual statements of account.
- 34.4 Except as provided by law or authorised by the Directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or Documents merely by virtue of being a member.

35. Indemnity

- 35.1 Subject to Article 39.2, 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 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 "Circulation Date"	in relation to a written resolution, has the meaning given to it in the Companies Acts;
1.6 "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;
1.7 "community"	is to be construed in accordance with accordance with Section 35(5) of the Company's (Audit) Investigations and Community Enterprise) Act 2004;
1.8 "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;
1.9 "Company"	Wessex Social Ventures C.I.C.;
1.10 "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;
1.11 "Director"	a director of the Company, and includes any person occupying the position of director, by

	whatever name called;
1.12 "Document"	includes, unless otherwise indicated, any document sent or supplied in Electronic Form;
1.13 "Electronic Form" and "Electronic Means"	have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
1.14 "financial year"	means the Company's financial year;
1.15 "Hard Copy Form"	has the meaning given to it in the Companies Act 2006;
1.16 "Memorandum"	the Company's memorandum of association;
1.17 "participate"	in relation to a Directors' meeting, has the meaning given in Article 14;
1.18 "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;
1.19 "the Regulator"	means the Regulator of Community Interest Companies;
1.20 "Secretary"	the secretary of the Company (if any);
1.21 "specified"	means specified in the memorandum or articles of association of the Company for the purposes of this paragraph;
1.22 "subsidiary"	has the meaning given in section 1159 of the Companies Act 2006;
1.23 "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
1.24 "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 Acts as in force on the date when these Articles become binding on the Company.

CIC 14

Application¹ to alter the objects of a Community Interest Company²

Company Number

10246702

*Please
complete in
typescript,
or in bold
black
capitals.*

Company Name in full

Wessex Social Ventures C.I.C.

SECTION A:

COMMUNITY INTEREST COMPANY STATEMENT - Beneficiaries

1. We/I, the undersigned, declare that the company will carry on its activities for the benefit of the community, or a section of the community.³ [Insert a short description of the community or section of the community which it is intended that the company will benefit in the space provided below⁴].

The company's activities will benefit to ...

- Communities living at the bottom of the pyramid. This refers mostly to people living on less than \$5 per day in developing countries;
- Individuals living at the bottom of the pyramid;
- Organisations or individuals operating projects/businesses with a social mission, including but not limited to non-governmental organisations, limited companies and independent projects;
- Social enterprises or projects looking to scale.

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10246702

SECTION B:

COMMUNITY INTEREST COMPANY STATEMENT – Activities & Related Benefit

Please indicate how it is proposed that the company's activities will benefit the community or a section of the community. Please provide as much detail as possible to enable the CIC Regulator to make an informed decision about whether your company is eligible to remain as a CIC. It would be useful if you were to explain how you think your company will be different from a commercial company providing similar services or products for individual or personal gain.

Activities (Tell us here what the company is being set up to do)	How will the activity benefit the community? (The community will benefit by...)
Developing early stage social impact ideas, projects and businesses (social enterprises) into sustainable social businesses: - Business model development - Impact development - Team training - Piloting - Specialised support	Joining Wessex Social Ventures will provide the ideas/projects/social enterprises with expertise, training and support to increase the odds of success for that enterprise. Enabling them to achieve sustainable impact at scale.
Source funding	Sourcing funding for projects, ideas and social enterprises in the WSV portfolio to develop, grow and create a greater impact.
If the company makes any surplus it will be used for...	

(Please continue on separate continuation sheet if necessary.)

COMPANY NUMBER

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SECTION C:**STATEMENT REGARDING THE PROPOSED ALTERATION TO A COMMUNITY INTEREST COMPANY'S OBJECTS**


1. We/I, the undersigned, declare that the company in respect of which this application is made will not be on the alteration of its objects:
 - (a) a political party;
 - (b) a political campaigning organisation; or
 - (c) a subsidiary of a political party or of a political campaigning organisation.⁵
2. We/I, the undersigned, declare that the following steps were taken to bring the proposed alteration of the objects of the company to the notice of persons affected by the company's activities.⁶ [*Insert a short description of the steps undertaken in the space below.*]
 - 1) Informal review of the change in the needs of the beneficiaries, Wessex Social Ventures business model and theory of change.
 - 2) Detailed discussions with Directors and advisors.
 - 3) The results were changes only in legal documents to reflect the realities on the ground and WSV's evolution more accurately. Nothing will change from the perspective of beneficiaries and funders.

Note: the main change has been to narrow the focus of our work to focus on operating the original enterprises in the portfolio and move away from taking in more and acting as an accelerator. This allows greater focus and impact as our team is tailored for these enterprises which all use the same scaling model, whereby Wessex Social Ventures (WSV) trains and supports other organisations to implement community businesses.

SECTION D: SIGNATORIES

Each person who is a director of the company must sign the declarations.⁷


Signed



Date

10/08/20

Signed



Date

10/08/2020

Signed

Date

Signed

Date

Signed

Date

(Please continue on separate continuation sheet if necessary.)

CHECKLIST

These declarations must be accompanied by the following documents – have you included them with your application?

- (a) A Form CC04 to notify the change of the company's objects
- (b) A special resolution to alter the company's objects in its articles
- (c) A printed copy of the articles of the company, as altered
- (d) Any completed continuation sheets

You do not have to give any contact information in the box opposite but if you do, it will help the Registrar of Companies to contact you if there is a query on the form. The contact information that you give will be visible to searchers of the public record.

Adam Boxer	
Wessex Social Ventures C.I.C.	
66Books, Unit 2, Eastman Way, Hemel Hempstead	
HP2 7DU	Tel 07904261573
DX Number	DX Exchange

When you have completed and signed the form please send it to the Registrar of Companies at:

*Companies registered in **England and Wales**:* Companies House, Crown Way, Cardiff, CF14 3UZ (DX 33050 Cardiff)

*Companies registered in **Scotland**:* Companies House, 4th Floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh EH3 9FF (DX235 Edinburgh)

*Companies registered in **Northern Ireland**:* Companies House, 2nd Floor, The Linenhall, 32-38 Linenhall Street, Belfast, BT2 8BG

NOTES

¹ This form will be placed on the public record. Any information relevant to the application that you do not wish to appear on the public record, should be described in a separate letter addressed to the CIC Regulator and delivered to the Registrar of Companies with the other documents.

² The alteration of the articles of a community interest company with respect to the statement of the company's objects does not have effect except in so far as it is approved by the CIC Regulator (regulation 13 of the Community Interest Company Regulations 2005 ("the Regulations")).

³ The community interest test is referred to in section 35 of the Companies (Audit, Investigations and Community Enterprise) Act 2004 and is expanded upon in regulations 3, 4 & 5 of the Regulations.

⁴ E.g. "the residents of Oldtown" or "those suffering from XYZ disease".

⁵ An "excluded company" cannot be a CIC. Regulation 6 of the Regulations further defines what is an excluded company (political party, political campaigning organisation or subsidiary of either). If you are unsure whether an entity falls into any of these categories, you should refer to the definitions of the terms "political party", "political campaigning organisation" and "subsidiary" (and the related terms "election", "governmental authority", "public authority" and "referendum") in regulation 2 of the Regulations.

⁶ The CIC must deliver to the CIC Regulator a statement of the steps that have been taken to bring the proposed alteration of the objects to the notice of persons affected by the company's activities (regulation 14(1)(b) of the Regulations)

⁷ This is required by section 14(2) of the Regulations.

CIC 14

Continuation Sheet

Please complete in typescript, or in bold black capitals.

Company Number

10246702

Company Name in full

Wessex Social Ventures C.I.C.

SECTION B:

COMMUNITY INTEREST COMPANY STATEMENT – Activities & Related Benefit

Please indicate how it is proposed that the company's activities will benefit the community or a section of the community. Please provide as much detail as possible to enable the CIC Regulator to make an informed decision about whether your company is eligible to remain as a CIC. It would be useful if you were to explain how you think your company will be different from a commercial company providing similar services or products for individual or personal gain.

Activities (Tell us here what the company is being set up to do)	How will the activity benefit the community? <i>(The community will benefit by...)</i>
Supporting organisations to set up the projects/social enterprises in the Wessex Social Ventures portfolio	<p>This will create projects or local businesses in the community that provide supply of vital product/services to the community whilst also creating livelihoods and supporting the local economy.</p> <p>The product/services will aim to work towards the sustainable development goals. In particular goals 1-7.</p> <p>Implementing through local organisations upskills those local teams and spreads the social enterprise mission.</p>

Activities (Tell us here what the company is being set up to do)	How will the activity benefit the community? <i>(The community will benefit by...)</i>
Directly setting up projects/social enterprises in communities.	See above.
Support other organisations to develop, setup, scale and improve their projects and social enterprises.	The organisation gets access to WSV's tool and expertise. Which in turn impacts the communities they work with, primarily due to improved sustainability of the projects, utilising social enterprise models and principles.
<p>If the company makes any surplus it will be used for...</p> <ul style="list-style-type: none"> • Furthering the company's objects. • Expanding the operational capacity of the company. • To finance the capital requirements of some community businesses. • The innovation and generation of new solutions to social sector problems 	