FILE COPY

CERTIFICATE OF INCORPORATION
OF A
COMMUNITY INTEREST COMPANY

Company Number **15223975**

The Registrar of Companies for England and Wales, hereby certifies that

DOVELY HOMES C.I.C.

is this day incorporated under the Companies Act 2006 as a Community Interest Company; is a private company, that the company is limited by guarantee, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on **20th October 2023**

N15223975L

Companies House

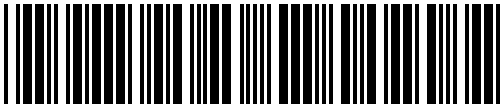
THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006

Companies House

IN01 (ef)

Application to register a company



Received for filing in Electronic Format on the: **18/10/2023** *XCEFGKD5*

Company Name in full:	**DOVELY HOMES C.I.C.**
Company Type:	**Private company limited by guarantee**
Situation of Registered Office:	**England and Wales**
Proposed Registered Office Address:	**50 NAPIER AVENUE** **SOUTHEND-ON-SEA** **ESSEX** **UNITED KINGDOM SS1 1LZ**
Sic Codes:	**87900** **88990**

Proposed Officers

Company Director 1

Type:	**Person**
Full Forename(s):	**MS UGOCHI CHIOMA**
Surname:	**OKONOR**
Former Names:	
Service Address:	**recorded as Company's registered office**
Country/State Usually Resident:	**ENGLAND**

Date of Birth: ****/04/1967** *Nationality:* **BRITISH**
Occupation: **HOUSING MANAGER**

The subscribers confirm that the person named has consented to act as a director.

Company Director 2

Type:	**Person**
Full Forename(s):	**MR JOHN SAMUEL**
Surname:	**UKOH**
Former Names:	
Service Address:	**recorded as Company's registered office**
Country/State Usually Resident:	**ENGLAND**

Date of Birth: ****/02/1972** *Nationality:* **BRITISH**
Occupation: **LOGISTIC SUPERVISOR**

The subscribers confirm that the person named has consented to act as a director.

Company Director 3

Type:	**Person**
Full Forename(s):	**MR NNAEMEKA FORTUNATE**
Surname:	**UKAH**
Former Names:	
Service Address:	**recorded as Company's registered office**
Country/State Usually Resident:	**ENGLAND**

Date of Birth: ****/01/1974** *Nationality:* **BRITISH**
Occupation: **PHARMACIST TECHNICIAN**

The subscribers confirm that the person named has consented to act as a director.

Persons with Significant Control (PSC)

Statement of initial significant control

On incorporation, there will be someone who will count as a Person with Significant Control (either a registerable person or relevant legal entity (RLE)) in relation to the company

Individual Person with Significant Control details

Names: **MS UGOCHI CHIOMA OKONOR**

Country/State Usually Resident: **ENGLAND**

Date of Birth: ****/04/1967** *Nationality:* **BRITISH**

Service address recorded as Company's registered office

The subscribers confirm that each person named as an individual PSC in this application knows that their particulars are being supplied as part of this application.

Nature of control	**The person holds, directly or indirectly, more than 25% but not more than 50% of the voting rights in the company.**
Nature of control	**The person has the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company.**

Statement of Guarantee

I confirm that if the company is wound up while I am a member, or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for:
- payments of debts and liabilities of the company contracted before I cease to be a member;
- payments of costs, charges and expenses of winding up, and;
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.

Name:	**UGOCHI OKONOR**
Address	**50 NAPIER AVENUE SOUTHEND-ON-SEA ESSEX UNITED KINGDOM SS1 1LZ**
Amount Guaranteed	**1**
Name:	**JOHN UKOH**
Address	**50 NAPIER AVENUE SOUTHEND-ON-SEA ESSEX UNITED KINGDOM SS1 1LZ**
Amount Guaranteed	**1**
Name:	**NNAEMEKA UKAH**
Address	**50 NAPIER AVENUE SOUTHEND-ON-SEA ESSEX UNITED KINGDOM SS1 1LZ**
Amount Guaranteed	**1**

Statement of Compliance

I confirm the requirements of the Companies Act 2006 as to registration have been complied with.

Name:	**UGOCHI OKONOR**
Authenticated	**YES**
Name:	**JOHN UKOH**
Authenticated	**YES**
Name:	**NNAEMEKA UKAH**
Authenticated	**YES**

Authorisation

Authoriser Designation: **subscriber** *Authenticated* **YES**

End of Electronically filed document for Company Number: 15223975

COMPANY NOT HAVING A SHARE CAPITAL

Memorandum of Association of

DOVELY HOMES C.I.C.

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

Name of each subscriber	Authentication
UGOCHI OKONOR	Authenticated Electronically
JOHN UKOH	Authenticated Electronically
NNAEMEKA UKAH	Authenticated Electronically

Dated: 18/10/2023

The Companies Act 2006

Community Interest Company Limited by Guarantee

Articles of Association

of

Dovely Homes C.I.C.

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

The Companies Act 2006
Community Interest Company Limited by Guarantee

INDEX TO THE ARTICLES

The Companies Act 2006

Articles of Association

of

Dovely Homes 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

Dovely Homes is 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 memorandum or 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: Barnados
(Note: Dovely Homes CIC cannot nominate itself, any of its directors or any non-asset-locked entity as the asset-locked body. An asset-locked body is defined as a CIC, charity, permitted industrial and provident society, or a non-UK equivalent.)

Charity Registration Number: 216250

Company Registration Number: 00061625

Registered Office: Barnardo House, Tanners Lane, Barkingside Ilford, Essex. IG6 1QG

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.

OBJECTS, POWERS AND LIMITATION OF LIABILITY

5. Objects[1]

The objectives of Dovely Homes CIC are to conduct activities that serve the community's benefit, specifically but not limited to:

- Provide sustainable, safe, and supportive housing solutions for individuals transitioning out of the foster care system.
- Offer transitional housing and mentorship to unaccompanied asylum-seeking minors.
- Seek educational and vocational training opportunities for residents, particularly young adults seeking a fresh start.
- Facilitate the successful transition of these marginalised communities into adulthood and financial independence.

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[2]

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 payment of the Company's debts and liabilities contracted before he or she ceases to be a member;

7.2 payment of the costs, charges and expenses of winding up; and

7.3 adjustment of the rights of the contributories among themselves.

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES[3]

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. Chair

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[4]

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 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[5]

Any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Article 18. [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; 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.[6]

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[7]

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, 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 [8]

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.[9]

17.3 In case of an equality of votes, the Chair shall have a second or casting vote.

18. Decisions without a meeting[10]

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[11]

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[12]

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 Directors.

23. Termination of Director's appointment[13]

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); 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 ceases to be a member.

24. Directors' remuneration[14]

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.

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

25.1 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. Persons with Significant Control (PSC)

Definition: A "Person with Significant Control" (hereinafter referred to as "PSC") is an individual or entity that exerts notable influence or authority over the company's operations.

Criteria for PSC: A PSC is identified based on one or more of the following conditions:

a) Possessing over 25% of the voting rights within the company.

b) Having the authority to appoint or remove a majority of the board of directors.

c) Exercising significant influence or control over the company's decisions and activities.

Duty to Identify and Record: The company shall take reasonable steps to identify any PSCs and record their details in the company's PSC register.

Disclosure: The company is committed to disclosing details of its PSCs in accordance with the UK regulatory requirements, ensuring that the principles of transparency and accountability in governance are upheld.

Changes in PSC: Any changes in PSC status, including the identification of a new PSC or the cessation of an individual or entity being a PSC, shall be updated in the company's PSC register within a stipulated time frame, in line with statutory requirements.

Non-compliance: Failure to provide information on PSC or any breaches related to the PSC requirements may result in penalties as defined by the appropriate regulatory authorities.

MEMBERS[15]

BECOMING AND CEASING TO BE A MEMBER[16]

27. Becoming a member[17]

27.1 The subscribers to the Memorandum are the first members of Dovely Homes CIC.

27.2 Such other persons as are admitted to membership in accordance with the Articles shall be members of Dovely Homes CIC.

27.3 Each member of the company shall be a Director.

27.4 No person shall be admitted a member of the Company unless he or she is approved by the Directors.

27.5 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 Directors require and executed by him or her.

28. Termination of membership[18]

28.1 Membership is not transferable to anyone else.

28.2 Membership is terminated if:

28.2.1 the member dies or ceases to exist;

28.2.2 otherwise in accordance with the Articles; or

28.2.3 a member ceases to be a Director.

DECISION MAKING BY MEMBERS

29. Members' meetings[19]

29.1 The Directors 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.[20]

29.3 A person who is not a member of Dovely Homes CIC 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. [21]

29.4 Article 28.3 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 30.3, a written resolution of the Company passed in accordance with this Article 29 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] 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 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[22]

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 34.2, 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[xxiii] or a Permitted 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 10;
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	**"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;
1.10	**"Company"**	Dovely Homes (C.I.C.)
1.11	**"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;

1.12	**"Director"**	a director of the Company, and includes any person occupying the position of director, by whatever name called;
1.13	**"Document"**	includes, unless otherwise indicated, any document sent or supplied in Electronic Form;
1.14	**"Electronic Form" and "Electronic Means"**	have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
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 Registered Society"**	"Registered Society" means – (a) a registered society within the meaning given by section 1(1) of the Co-operative and Community Benefit Societies Act 2014; or (b) a society registered or deemed to be registered under the Industrial and Provident Societies Act (Northern Ireland) 1969;"
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 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.

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Please ensure this form is placed at the top of your application, if posted to Companies House, and the Company Name is consistent throughout all documents

CIC 36

Declarations on Formation of a Community Interest Company[1]

Please complete in typescript, or in bold black capitals.

Company Name in full

Dovely Homes C.I.C
Community Interest Company

SECTION A: COMMUNITY INTEREST 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[2]. [Insert a short description of the community, or section of the community, which it is intended that the company will benefit below][3]

The company's activities will provide benefit to ...

Dovely Homes C.I.C, operates in the City of Southend-On-Sea, and surrounding areas into Essex, England, and designed to have a transformative impact on multiple layers of the community. The primary beneficiaries are:
Unaccompanied Asylum Seekers: Young adults in need of legal and emotional support.
Young Adults Exiting Foster Care: Those transitioning to independent living.
Individuals Overcoming Life Challenges: Young adults facing homelessness, abuse, or other adversities.
Beyond these groups, the ripple effect of Dovely Homes C.I.C's work extends to:
Local Communities: By fostering social integration and reducing homelessness, the organisation contributes to community well-being.
Local Authorities and Government Agencies: Through partnerships and effective service delivery, Dovely Homes C.I.C alleviates the burden on public services.
Families of Beneficiaries: By providing a stable environment and support services, the organisation indirectly supports families who may not have the resources to assist their young adults.
Dovely Homes C.I.C offers a comprehensive range of services, including quality education, vocational training, personalised mentorship, and legal assistance, all aimed at empowering its residents. The organisation's multi-faceted approach not only meets immediate needs but also contributes to the long-term well-being and social integration of its residents. Our referrals come from Southend Council, Social Services, Red Cross and other charities.

COMPANY NAME	Dovely Homes C.I.C

SECTION B: Community Interest 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 as to what the company is being set up to do. 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...)*
Residential Services Provision of Fully Equipped Shared Homes	By offering secured, fully equipped living spaces, Dovely Homes C.I.C serves as a cornerstone of stability and security for vulnerable young adults. This initiative directly contributes to reducing homelessness and vagrancy, thereby enhancing community well-being. By alleviating pressures on local shelters and public housing, essential resources can be redirected to meet other community needs. By encouraging independence and developing essential life skills in vulnerable young adults. **Operational Framework** Strategic Support Sourcing: Leveraging staff expertise and connections in the housing and social care sectors, Dovely Homes C.I.C will secure diverse forms of support, including financial contributions and in-kind donations. The organisation currently operates few rented properties, underlining its operational efficacy. These properties are situated strategically in Southend-on-Sea, Essex, offering residents easy access to transport, educational institutions, and essential amenities, thereby enriching their lives and contributing to community integration. Dovely Homes C.I.C has cultivated relationships with key housing providers to guarantee the quality and availability of residential spaces. The organisation actively collaborates with local authorities, social services, and the Red Cross to ensure full compliance with housing regulations and to augment the range of services available to residents. A comprehensive set of safeguarding policies, including risk assessments and regular safety audits, are rigorously enforced. Additionally, all staff undergo stringent Disclosure and Barring Service (DBS) checks, which are continually monitored to ensure ongoing compliance and safety.

Educational and Vocational Support Provision of quality education and vocational support.	By supporting and encouraging residents in identifying goals and ambitions in relation to education or vocational training, Dovely Homes C.I.C contributes to the development of a skilled and employable workforce. This not only enhances the individual prospects and self-esteem of residents but also adds value to the local economy. By reducing long-term dependency on social services, through increased self-sufficiency as a result of improved education and vocational skills, giving improved potential employment opportunities. Educated and skilled individuals are also more likely to engage in community activities and contribute to social well-being. This creates a ripple effect, enhancing social cohesion and community spirit. By fostering a more equitable community through the provision of access to quality education and training along with other services, Dovely Homes C.I.C is part of the solution to breaking the cycle of poverty and social inequality. By developing relationships and collaborating with educational establishments, vocational training centres and businesses, residents can gain practical experience through skills-based training, while businesses have access to skilled labour.
Emotional and Psychological Support Personalised mentorship and counselling services.	By alleviating the burden on public mental health services through the offer of personalised counselling. **Enhanced Safety**: Emotional well-being is linked to social behaviour; thus, the support services contribute to a safer community environment. **Social Cohesion:** Emotional support aids in better social integration, enriching the community fabric. **Economic Productivity:** Emotional stability leads to higher productivity, benefiting the local economy. Dovely Homes C.I.C's Emotional and Psychological Support services not only uplift the residents but also have a positive ripple effect on the broader community.

Legal and Administrative Support. Immigration assistance and partnerships with Local Authorities	By directing residents to appropriate legal services, Dovely Homes C.I.C acts as a vital resource navigator, reducing the time and effort residents would otherwise spend searching for help. Dovely Homes C.I.C may not directly provide Legal and Administrative Support, its role in facilitating access to these services has a positive impact on both the residents and the broader community. **Reduced Legal Strain**: By guiding residents to specialised legal services, the organisation indirectly alleviates the burden on public legal aid services. **Strategic Partnerships**: Dovely Homes C.I.C can collaborate with charities e.g. the Refugee Council and Citizens Advice to guide residents effectively, thereby extending the range of services available to the community. **Community Stability:** Assisting residents in finding proper legal guidance contributes to community stability, as individuals are less likely to engage in unlawful activities when they have access to appropriate legal resources.
Community Engagement Social integration programs and partnerships	By involving residents in community activities, Dovely Homes C.I.C fosters a sense of belonging and integration. This enhances social cohesion and creates a more harmonious community environment. By instilling in residents, a sense of civic responsibility, and encouraging positive contribution to their local communities through Community engagement and applying skills acquired through vocational programmes and skill-based activities. By promoting a more inclusive and understanding community by challenging and breaking down stereotypes and stigmas associated with residents through positive and active community engagement. Community engagement allows for the better allocation and utilisation of community resources. For example, residents can participate in local clean-up drives, thereby contributing to public welfare. Community Engagement not only enriches the lives of the residents but also has a positive ripple effect, contributing to a more cohesive, resourceful, and inclusive community. By engaging with local charities, organisations, and government agencies, Dovely Homes C.I.C extends the range of services and support available, creating a robust network that benefits the entire community.

If the company makes any surplus, it will be used for... **(If donating or fundraising for charities, please include the wording 'with the consent of the CIC Regulator')**

Should Dovely Homes C.I.C generate a surplus, the funds will be reinvested into various aspects of the organisation's mission. This will include the acquisition of more properties to expand the reach and capacity of the residential services. The surplus will also be used to enhance existing services by adding more educational and emotional support programmes. Infrastructure improvements will be made to elevate the living conditions in existing properties.

Further, a portion of the surplus will be allocated to community engagement projects which will be organised by Dovely Homes, thereby benefiting the broader community in Essex. The professional development of staff will also be prioritised to ensure the highest quality of care and support for residents. An emergency fund will be maintained for unforeseen circumstances, contributing to the organisation's long-term sustainability. Lastly, the surplus will enable new partnerships and collaborations with local authorities, educational institutions, and other charities, thereby extending the range of services and support available to residents.

(Please continue separate sheet if necessary.)

COMPANY NAME	Dovely Homes C.I.C

SECTION C:

1. We/I, the undersigned, declare that the company in respect of which this application is made will not be:

   (a) a political party;
   (b) a political campaigning organisation; or
   (c) a subsidiary of a political party or of a political campaigning organisation.[4]

SECTION D:

If this section is not completed your application will be rejected.

TYPED NAMES ARE NOT ACCEPTABLE AND WILL BE REJECTED

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

[Signed or scanned signatures *are* allowed.]

Signed		Date	12-10-23
Signed		Date	12.10.23
Signed		Date	13/10.23
Signed		Date	
Signed		Date	
Signed		Date	
Signed		Date	