

FILE COPY



**CERTIFICATE OF INCORPORATION
OF A
PRIVATE LIMITED COMPANY**

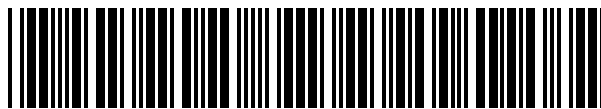
Company Number **15371190**

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

JAMIE'S MINISTRY OF FOOD FOUNDATION

is this day incorporated under the Companies Act 2006 as 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 **27th December 2023**



N15371190E



Companies House



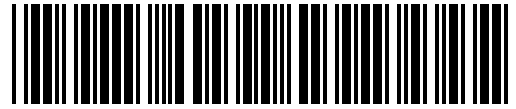
**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



Companies House

IN01(ef)

Application to register a company



Received for filing in Electronic Format on the: **27/12/2023**

XCJ8K8C1

Company Name in full:

JAMIE'S MINISTRY OF FOOD FOUNDATION

I confirm that the proposed company name contains sensitive or restricted words or expressions and that approval, where appropriate, has been sought of a government department or other specified body and I attach a copy of their response

I confirm that the above proposed company meets the conditions for exemption from the requirements to have a name ending with 'Limited' or permitted alternatives

Company Type:

Private company limited by guarantee

Situation of Registered Office:

England and Wales

Proposed Registered Office Address:

**BENWELL HOUSE 15-21 BENWELL ROAD
LONDON
UNITED KINGDOM N7 7BL**

Sic Codes:

96090

Proposed Officers

Company Secretary *1*

Type: **Person**

Full Forename(s): **MR JOHN STUART**

Surname: **DEWAR**

Service Address: **recorded as Company's registered office**

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

Company Director *1*

Type:	Person
Full Forename(s):	MR JAMIE TREVOR
Surname:	OLIVER
Service Address:	recorded as Company's registered office
Country/State Usually Resident:	UNITED KINGDOM

Date of Birth: ****/05/1975** *Nationality:* **BRITISH**
Occupation: **CHEF**

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

Company Director 2

Type:	Person
Full Forename(s):	MR KEVIN RICHARD
Surname:	STYLES
Service Address:	recorded as Company's registered office
Country/State Usually Resident:	UNITED KINGDOM

Date of Birth: ****/05/1972** *Nationality:* **BRITISH**
Occupation: **DIRECTOR**

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

Company Director 3

Type: **Person**
Full Forename(s): **MS PAMELA JANE**
Surname: **LOVELOCK**
Service Address: **recorded as Company's registered office**
Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/12/1973** *Nationality:* **BRITISH**
Occupation: **DIRECTOR**

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

Relevant Legal Entity (RLE) details

Company Name: **JAMIE OLIVER LIMITED**

Service Address: **BENWELL HOUSE 15-21 BENWELL ROAD
LONDON
UNITED KINGDOM
N7 7BL**

Legal Form: **CORPORATE**

Governing Law: **UNITED KINGDOM (ENGLAND AND WALES)**

Register Location: **COMPANIES HOUSE**

Country/State: **ENGLAND AND WALES**

Registration Number: **03822122**

<i>Nature of control</i>	The relevant legal entity holds, directly or indirectly, 75% or more of the voting rights in the company.
<i>Nature of control</i>	The relevant legal entity 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: **JAMIE OLIVER LIMITED**

Address **BENWELL HOUSE 15-21 BENWELL ROAD
LONDON
UNITED KINGDOM
N7 7BL**

Amount Guaranteed **£1.00**

Statement of Compliance

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

Name: **JAMIE OLIVER LIMITED**
Authenticated **YES**

Authorisation

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

COMPANY NOT HAVING A SHARE CAPITAL

Memorandum of Association of

JAMIE'S MINISTRY OF FOOD FOUNDATION

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
JAMIE OLIVER LIMITED	Authenticated Electronically

Dated: 27/12/2023

The Companies Act 2006

Company Limited by Guarantee without Share Capital

Articles of Association

of

Jamie's Ministry of Food Foundation

Company Number:



10 Queen Street Place, London EC4R 1BE
bateswells.co.uk

The Companies Act 2006

Company Limited by Guarantee without Share Capital

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The Companies Act 2006

Company Limited by Guarantee without Share Capital

Articles of Association of Jamie's Ministry of Food Foundation

PART I – PURPOSES AND LIMITATION OF LIABILITY

PURPOSES AND POWERS

1. Purposes

The Company exists to further the following purposes:

- 1.1 to promote the art, science and education of the public in the benefits of cooking and eating more nutritious, sustainable and balanced meals; and
- 1.2 to advance all charitable, benevolent and philanthropic purposes as the directors may decide from time to time.

2. Powers

The Company has the power to do all such things as are incidental or conducive to the furtherance of its purposes and in particular, but without limitation, may borrow or raise and secure the payment of money for any purpose including for the purpose of investment or raising funds.

LIMITATION ON PRIVATE BENEFIT

3. Limitation on private benefit

- 3.1 The Company's income and property may only be applied to promote its purposes.
- 3.2 No part of the Company's income or property may be paid or transferred to any of the Company's members, whether directly or indirectly, by way of dividend, bonus or otherwise by way of profit. This shall not prevent any payment in good faith by the Company of:
 - 3.2.1 any payment to a member in furtherance of the Company's purposes;
 - 3.2.2 reasonable and proper remuneration to a member for any goods or services supplied to the Company;
 - 3.2.3 reasonable and proper rent for premises let to the Company by a member;
 - 3.2.4 a reasonable and proper rate of interest on money lent to the Company by a member; and
 - 3.2.5 any payment permitted by Articles 3.3 to 3.9.

Remuneration of Directors

- 3.3 Directors may undertake any services for the Company that the Directors decide.
- 3.4 Directors are entitled to such reasonable and proper remuneration as the Directors determine:

- 3.4.1 for their services to the Company as Directors: and
- 3.4.2 for any other service which they undertake for the Company.
- 3.5 Subject to the Articles, a Director's remuneration may:
 - 3.5.1 take any form: and
 - 3.5.2 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.
- 3.6 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.
- 3.7 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.

Directors' expenses

- 3.8 The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at:
 - 3.8.1 meetings of Directors or committee meetings: or
 - 3.8.2 general meetings or separate meetings of the holders of 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.

Other benefits

- 3.9 For the avoidance of doubt, a Director may receive any of the following benefits from the Company:
 - 3.9.1 reasonable and proper rent for premises let to the Company;
 - 3.9.2 interest at a reasonable and proper rate on money lent to the Company;
 - 3.9.3 the Company may pay reasonable and proper premiums in respect of indemnity insurance; and
 - 3.9.4 a Director or other officer of the Company may receive payment under an indemnity from the Company in accordance with the indemnity provisions set out at Article 5 (Indemnity).

LIMITATION OF LIABILITY AND INDEMNITY

4. Liability of members

The liability of members is limited. Each member agrees, if the Company is wound up while they are a member (or within one year after they cease to be a member), to pay up to £1 towards:

- 4.1 payment of the Company's debts and liabilities contracted before they ceased to be a member;
- 4.2 payment of the costs, charges and expenses of winding up; and
- 4.3 adjustment of the rights of the contributors among themselves.

5. Indemnity

Without prejudice to any indemnity to which a Director may otherwise be entitled:

- 5.1 every Director of the Company shall be indemnified out of the assets of the Company in relation to any liability incurred by them in that capacity but only to the extent permitted by the Companies Acts; and
- 5.2 every other officer of the Company may be indemnified out of the assets of the Company in relation to any liability incurred by them in that capacity, but only to the extent permitted by the Companies Acts.

WINDING UP

6. Winding up

- 6.1 At any time before, and in expectation of, the winding up or dissolution of the Company, the Directors may resolve that any net assets of the Company after all its debts and liabilities have been paid, or provision made for them, shall on the winding up or dissolution of the Company be applied or transferred in any of the following ways:
 - 6.1.1 directly for the purposes of the Company; or
 - 6.1.2 to any institution or institutions:
 - (a) for purposes similar to the purposes of the Company; or
 - (b) for use for particular purposes that fall within the purposes of the Company.
- 6.2 In no circumstances shall the net assets of the Company be paid to or distributed among the members of the Company under this Article 6 (Winding up).

PART II – DIRECTORS

THE ROLE OF THE DIRECTORS

7. Management of the Company's business

Unless the Articles provide otherwise, the Directors are responsible for managing the Company's business. When doing so, they may exercise all the powers of the Company.

8. Ability to delegate

8.1 Unless the Articles provide otherwise, the Directors may delegate:

8.1.1 any of their powers or functions to any committee; and

8.1.2 the implementation of their decisions, or the day-to-day management of the Company's affairs, to any person or committee.

8.2 The Directors may delegate by such means; to such an extent; in relation to such matters or territories; and on such terms and conditions as they think appropriate. They may allow those to whom a responsibility has been delegated to delegate further; and may change or terminate the delegation arrangements at any time.

Delegating to a committee

8.3 When delegating to a committee, the Directors must confirm:

8.3.1 the composition of that committee (although they may permit the committee to co-opt its own additional members, up to a specified number);

8.3.2 how the committee will report regularly to the Directors; and

8.3.3 any other regulations relating to the functioning of the committee.

8.4 No committee shall 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.

Appointing agents

8.5 The Directors may (by power of attorney or otherwise) appoint any person to be the agent of the Company for such purposes and on such conditions as they decide.

9. Chair

The Directors may appoint one of their number to be the Chair of the Directors for such term of office as they think appropriate and may at any time remove them from that office.

10. Rules

The Directors may from time to time make, repeal or alter such rules as they think fit as to the management of the Company and its affairs. No rule shall be inconsistent with the Companies Acts, the Articles or any rule of law.

HOW DIRECTORS MAKE DECISIONS

11. The Directors must take decisions collectively

Any decision of the Directors must be either:

- 11.1 a decision of a majority of the Directors present and voting at a quorate Directors' meeting (subject to the casting vote described in Article 13.5); or
- 11.2 a decision without a meeting taken in accordance with Article 14 (Decisions without a meeting).

12. Calling a Directors' meeting

- 12.1 The Chair or any two Directors may call a Directors' meeting or instruct the Secretary (if any) to do so.
- 12.2 A Directors' meeting must be called by at least four Clear Days' notice unless all the Directors agree otherwise, or urgent circumstances require shorter notice. The person scheduling the meeting must try to ensure, subject to the urgency of any matter to be discussed at the meeting, that as many Directors as practicable are likely to be available to participate.
- 12.3 Notice of Directors' meetings must be given to each Director by such means as the Directors decide. Such notice does not need to be in writing, but must specify:
 - 12.3.1 the day and time of the meeting;
 - 12.3.2 the place where all the Directors may physically attend the meeting (if there is to be such a place);
 - 12.3.3 the general nature of the business to be considered at the meeting; and
 - 12.3.4 if it is anticipated that Directors participating in the meeting will not be in the same physical place, how it is proposed that they should communicate with each other during the meeting.

13. Procedure for Directors' meetings

Quorum

- 13.1 The Directors cannot conduct any business at a Directors' meeting unless a quorum is participating. However, if the total number of Directors for the time being is less than the quorum required, the Directors may still act to appoint further Directors.
- 13.2 The Directors may decide the quorum from time to time, but it must never be less than two. Unless they decide otherwise, it is two or one-third of the total number of Directors, whichever is the greater.

Virtual / hybrid meetings are acceptable

- 13.3 Meetings do not need to take place in one physical place. Directors participate in (and form part of the quorum in relation to) a Directors' meeting, or part of a Directors' meeting, when they can contemporaneously communicate with each other by any means. 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.

Chair and casting vote

- 13.4 The Chair, if any, or in their absence another Director nominated by the Directors present, shall preside as chair of each Directors' meeting.
- 13.5 If the numbers of votes for and against a proposal at a Directors' meeting are equal, and the chair of the meeting is eligible to vote at the meeting, they will have a casting vote in addition to any other vote they may have.

14. Decisions without a meeting

- 14.1 A decision is taken in accordance with this Article 14 when the majority of the Directors indicate by any means that they share a common view on a matter.
- 14.2 A decision which is made in accordance with this Article 14 shall be as valid and effectual as if it had been passed at a meeting duly convened and held.

15. Conflicts

Declaration of interests

- 15.1 A Director must declare the nature and extent of:
 - 15.1.1 any direct or indirect interest which they have in a proposed transaction or arrangement with the Company; and
 - 15.1.2 any duty, or any direct or indirect interest, which they have which conflicts or may conflict with the interests of the Company or their duties to the Company.

Involvement in decision-making

- 15.2 Subject at all times to Article 15.7, a Director's entitlement to participate in decision-making in relation to a matter depends on whether:
 - 15.2.1 their situation could reasonably be regarded as likely to give rise to a conflict of interest or duties in respect of the Company (a "**Potential Conflict Situation**"); or
 - 15.2.2 this is not the case (a "**No Conflict Situation**").

Any uncertainty about whether a situation is a Potential Conflict Situation or a No Conflict Situation in relation to a matter shall be decided by a majority decision of the other Directors taking part in the relevant decision.

- 15.3 A Director in a No Conflict Situation can participate in the decision-making process, be counted in the quorum and vote in relation to the relevant matter.
- 15.4 Subject at all times to Article 15.7, a Director in a Potential Conflict Situation can participate in the decision-making process, be counted in the quorum and vote in relation to the relevant matter, unless:

- 15.4.1 a majority of the other Directors taking part in the relevant decision decide otherwise; or
- 15.4.2 the decision could result in the Director receiving a benefit other than:
- (a) the payment of premiums in respect of indemnity insurance;
 - (b) payment under the indemnity in Article 5 (Indemnity); or
 - (c) a decision to approve a policy in general terms under which the Directors may benefit from remuneration and payment of expenses (provided that no Director may take part in any decision on that Director's individual remuneration);

in which case Article 15.5 applies to the decision.

15.5 If this Article 15.5 applies, the relevant Director must:

- 15.5.1 take part in the relevant decision-making process only to such extent as in the view of the other Directors is necessary to inform the debate;
- 15.5.2 not be counted in the quorum for that part of the process; and
- 15.5.3 withdraw during the vote (if applicable) and have no vote on the matter.

Continuing duties to the Company

- 15.6 Where a Director has a conflict of interest or conflict of duties and the Director has complied with their obligations under these Articles in respect of that conflict:
- 15.6.1 the Director shall not be in breach of their 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 them; and
- 15.6.2 the Director shall not be accountable to the Company for any benefit expressly permitted under these Articles which they derive from any matter or from any office, employment or position.

Members' resolution to authorise a conflict of interest

- 15.7 In accordance with the Companies Acts, the Sole Member may by ordinary resolution authorise a Director's conflict of interest or duties.

16. Validity of Director actions

All acts done by a person acting as a Director shall be valid, notwithstanding that it is afterwards discovered that there was a defect in their appointment, or that they were disqualified from holding office or had vacated office, or that they were not entitled to vote on the matter in question.

APPOINTMENT AND RETIREMENT, ETC. OF DIRECTORS

17. Number of Directors

The Company shall seek to ensure that there are always at least two Directors in post.

18. Appointment and retirement of Directors

18.1 The first Directors shall be the people notified to the Registrar of Companies as the initial directors of the Company.

18.2 Any person who is willing to act as a Director, and who would not be disqualified from acting under the provisions of Article 19 (Disqualification and removal of Directors), may be appointed or removed as a Director by service on the relevant director and on the Secretary (or, if there is no Secretary, on the Company) of a written notice given by the members.

Minimum age

18.3 No one may be appointed as a Director unless they have reached the age of 18 years.

19. Disqualification and removal of Directors

A Director ceases to hold office if:

19.1 they are removed by the members in accordance with Article 18;

19.2 they cease to be a director by virtue of any provision of the Companies Act 2006 or are prohibited from being a director by law;

19.3 the Directors reasonably believe that the Director has become physically or mentally incapable of managing their own affairs and they resolve to remove the Director from office;

19.4 they notify the Company in writing that they are resigning from office, and any period of time specified in such notice has passed (but only if at least a quorum of Directors will remain in office when such resignation has taken effect);

19.5 they fail to attend three consecutive meetings of the Directors and the Directors resolve that they be removed for this reason;

19.6 at a meeting of the Directors at which at least half of the Directors are present, a resolution is passed that the Director is removed from office. Such a resolution shall not be passed unless the Director has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances underlying the proposal, and has been afforded a reasonable opportunity of either (at their option) being heard by or making written representations to the Directors.

PART III - MEMBERS

20. Sole Member

20.1 The sole member of the company shall be Jamie Oliver Limited ("Sole Member").

21. Authorised Representative

21.1 The Sole Member's company secretary from time to time or such other person as is from time to time authorised by the Sole Member shall be the duly Authorised Representative of the Sole Member. For the avoidance of doubt, there may be more than one Authorised Representative of the Sole Member at any one time.

22. Member's decision-making

22.1 Decisions of the Sole Member of the company can be made by:

22.1.1 the Sole Member passing a written resolution in its capacity as sole member of the company in accordance with the provisions of the Companies Act 2006 (for the avoidance of doubt any Authorised Representative of the Sole Member may signify agreement to the resolution);

22.1.2 the Sole Member in its capacity as sole member of the company passing a resolution at a members' meeting convened and held in accordance with the provisions of the Companies Act 2006; or

22.1.3 an Authorised Representative of the Sole Member, who shall notify the company of the decision.

22.2 Where required by the Companies Acts, such decisions shall be notified to the Registrar of Companies.

22.3 Communications in relation to written resolutions shall be sent to the company's auditors in accordance with the Companies Acts.

PART IV - ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

23. Change of name

The members may change the name of the Company at any time in accordance with Article 22.1 (Member's decision-making).

24. Communications by the Company

General rule

- 24.1 The Company may send or supply any documents, notices, information or other material to members or Directors in the manner indicated in the first column below. They will be deemed received at the time specified in the second column below. This Article is subject to Article 26.2.

Method	Deemed delivery
(a) By hand;	The day it was delivered.
(b) By post, in a prepaid envelope addressed to the recipient;	48 hours after posting, excluding any part of a day that is a Saturday, Sunday or Public Holiday.
(c) Sent by electronic means;	The day it was sent.
(d) Sent by making it available on a website; or	The day it was made available or (if later) the day the recipient was notified (or is deemed notified) that it was so available.
(e) Sent by other means authorised by the Articles and the Companies Acts.	In accordance with any provisions in the relevant article or the Companies Acts.

Exceptions

- 24.2 The following exceptions apply:
- 24.2.1 where the Companies Act 2006 requires it, the requirements in that Act for the Company to gain a person's consent (or deemed consent) must be complied with before method (c), (d) or (as applicable) (e) is used (or before relevant material is sent in electronic form by other means);
- 24.2.2 a Director may agree with the Company that notices or documents concerning Director decision-making can be sent to them in a particular way (whether or not listed above); and that they may be deemed delivered sooner than would otherwise be the case under this Article;
- 24.2.3 a member or Authorised Representative present in person or by proxy at a meeting of the Company shall be deemed to have received notice of the meeting and the purposes for which it was called;

24.2.4 a member who does not register a postal address within the United Kingdom with the Company shall not be entitled to receive any notice from the Company (while it may provide them, in its discretion and subject to these Articles and the Companies Acts); and

24.2.5 where any document or material has been sent or supplied by the Company by electronic means and the Company receives notice that the message is undeliverable:

(a) if the material has been sent to a member or Director and is notice of a general meeting of the Company, the Company is under no obligation to send a hard copy of the material to their postal address as shown in the Company's register of members or Directors, but may in its discretion choose to do so;

(b) in all other cases, the Company shall send a hard copy of the material to the member's postal address (within the United Kingdom) as shown in the Company's register of members (if any), or in the case of a recipient who is not a member, to the last known postal address for that person within the United Kingdom (if any); and

(c) the date of service or delivery of the material shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of hard copies.

25. **Secretary**

A Secretary may be appointed by the Directors or members on such terms as they see fit and may be removed by them. If there is no Secretary, the Directors may make appropriate alternative arrangements.

26. **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 specified in the notice.

27. **Minutes**

27.1 The Directors must ensure minutes are made:

27.1.1 of all appointments of officers made by the Directors;

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

27.1.3 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.

28. **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 of annual reports, annual statements of account and confirmation statements.

29. **Interpretation**

These Articles should be read and interpreted in accordance with Schedule 1.

30. **Exclusion of model articles**

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

Schedule 1 - 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 postal or physical address and a number or address used for the purposes of sending or receiving documents or information by electronic means;
1.2	“Articles”	the Company’s articles of association;
1.3	“Authorised Representative”	the Sole Member’s company secretary, or any other person authorised to act as such in accordance with Article 21;
1.4	“Chair”	has the meaning given in Article 9 (Chair);
1.5	“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;
1.6	“Companies Acts”	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Company;
1.7	“Company”	Jamie’s Ministry of Food Foundation;
1.8	“Director”	a director of the Company, and includes any person occupying the position of director, by whatever name called;
1.9	“electronic form” and “electronic means”	have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
1.10	“hard copy” and “hard copy form”	have the meanings respectively given to them in the Companies Act 2006;
1.11	“Public Holiday”	means Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the Company is registered;
1.12	“purposes”	mean the purposes of the Company described in Article 1 (Purposes);
1.13	“Secretary”	the secretary of the Company (if any); and

1.14 **“Sole Member”**

Jamie Oliver Limited.

2. Unless the context requires, references to “writing” and “document” should be interpreted (without limitation) as allowing for the transmission of information in electronic form. A reference to a “document” includes summons, notice, order or other legal process.
3. Subject to paragraph 4 below, 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.
4. Unless the context otherwise requires, words or expressions contained in the Articles which are not defined in paragraph 1 above bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles became binding on the Company.