

THE COMPANIES ACTS 1985 & 1989 & 2006

SPECIAL RESOLUTIONS

of

BRIGHTON & HOVE FOOD PARTNERSHIP LIMITED

COMPANY LIMITED BY GUARANTEE

(No. 05636575)

A21	"AW4ZP0FD" 09/06/2008 COMPANIES HOUSE	49
A60	"A00002PL" 14/05/2008 COMPANIES HOUSE	241
A39	"A00002PL" 06/05/2008 COMPANIES HOUSE	38
A27	"ASVLSZ33" 22/04/2008 COMPANIES HOUSE	82

Passed by Resolution of the Members of the Company at an Extraordinary General Meeting held on 26 March 2008

SPECIAL RESOLUTIONS

1. That new Memorandum and Articles of Association in the form annexed to this Resolution be adopted by the Company in lieu of and to the exclusion of the existing Memorandum and Articles of Association which shall no longer apply to the Company
2. That the name of the Company be and it is hereby changed to
"BRIGHTON & HOVE FOOD PARTNERSHIP"

Signed

... *[Signature]* ...

Name

.. *SUE DIBB* ..
Director / Chair

Dated

2008

SATURDAY



"ANEML2P9"
A31 30/08/2008 65
COMPANIES HOUSE

6-5082

BRIGHTON & HOVE FOOD PARTNERSHIP

Company No : 05636575

MEMORANDUM AND ARTICLES OF ASSOCIATION

*(Amended by Special Resolution
passed on 26 March 2008)*

COMPANIES ACTS 1985 & 1989 & 2006

**A COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

THE COMPANIES ACTS 1985 & 1989
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL
MEMORANDUM OF ASSOCIATION
of
BRIGHTON & HOVE FOOD PARTNERSHIP

1. NAME

The name of the Company is "Brighton & Hove Food Partnership" ("the Charity")

2. REGISTERED OFFICE

The registered office of the Charity is to be in England and Wales

3. OBJECTS

The objects of the Charity ("the Objects") are

- 3 1 To advance the education of the public in all aspects of food production, distribution and consumption, including the effects on human health and the environment,
- 3 2 To protect and preserve good health by encouraging the development of healthier lifestyles through the provision of practical training, education, information and support on nutrition, health and well-being, and
- 3 3 To relieve poverty in such ways as the Trustees think fit, including by raising public awareness in third world producers of food and goods of the Fairtrade label and by encouraging people to sell, serve and buy such food and goods

4 POWERS

The Charity has the following powers, which may be exercised only in promoting the Objects

- 4 1 To provide and deliver services within the scope of the Objects
- 4 2 To acquire or hire property or assets of any kind
- 4 3 Subject to clause 5, to employ paid or unpaid agents, staff or advisers
- 4 4 To raise funds (but not by means of taxable trading except to the extent allowed by the Commission)
- 4 5 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act 1993)

- 4 6 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 1993)
- 4 7 To make grants or loans of money or other assets of the Charity
- 4 8 To set aside funds for special purposes or as reserves against future expenditure
- 4 9 To deposit or invest funds in any manner (but to invest only after obtaining advice from a financial expert and having regard to the suitability of investments and the need for diversification)
- 4 10 To arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of a financial expert acting under their instructions and to pay any reasonable fee required
- 4 11 To delegate the management of investments to a financial expert, but only on terms that
 - 4 11 1 the investment policy is set down in writing for the financial expert by the Trustees
 - 4 11 2 every transaction is reported promptly to the Trustees
 - 4 11 3 the performance of the investments is reviewed regularly with the Trustees
 - 4 11 4 the Trustees are entitled to cancel the delegation arrangement at any time
 - 4 11 5 the investment policy and the delegation arrangement are reviewed at least once a year
 - 4 11 6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt
 - 4 11 7 the financial expert must not do anything outside the powers of the Trustees
- 4 12 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required
- 4 13 To insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as charity trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty
- 4 14 To establish subsidiary companies to assist or act as agents for the Charity
- 4 15 To support, administer or set up other charities
- 4 16 To pay the costs of forming the Charity
- 4 17 To do anything else within the law which promotes or helps to promote the Objects

5 BENEFITS TO MEMBERS AND TRUSTEES

- 5 1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the members of the Charity but
 - 5 1 1 members who are not Trustees may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied
 - 5 1 2 members (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity
 - 5 1 3 members (including Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Charity
 - 5 1 4 individual members who are not Trustees but who are beneficiaries may receive charitable benefits in that capacity
- 5 2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except
 - 5 2 1 as mentioned in clauses 4 13, 5 1 2, 5 1 3 or 5 3
 - 5 2 2 reimbursement of reasonable out-of-pocket expenses (including travel and child-care costs) actually incurred in running the Charity
 - 5 2 3 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings)
 - 5 2 4 payment to any company in which a Trustee has no more than a one per cent shareholding
 - 5 2 5 in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance)
- 5 3 Any Trustee (or any firm or company of which a Trustee is a member or employee) may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit but only if
 - 5 3 1 the goods or services are actually required by the Charity
 - 5 3 2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in clause 5 4
 - 5 3 3 no more than one half of the Trustees are subject to such a contract in any financial year
- 5 4 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must
 - 5 4 1 declare an interest at or before discussion begins on the matter
 - 5 4 2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information
 - 5 4 3 not be counted in the quorum for that part of the meeting
 - 5 4 4 withdraw during the vote and have no vote on the matter
- 5 5 This clause may not be amended without the prior written consent of the Commission

6. LIMITED LIABILITY

The liability of members is limited

7. GUARANTEE

Every member promises, if the Charity is dissolved while he, she or it remains a member or within 12 months afterwards, to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Charity while the contributor was a member

8 DISSOLUTION

8 1 If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways

8 1 1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects

8 1 2 directly for the Objects or charitable purposes within or similar to the Objects

8 1 3 in such other manner consistent with charitable status as the Commission approve in writing in advance

8 2 A final report and statement of account must be sent to the Commission

9. INTERPRETATION

9 1 Words and expressions defined in the Articles have the same meanings in this Memorandum

9 2 References to an Act of Parliament are references to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it

THE COMPANIES ACTS 1985 & 1989 & 2006

**COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

ARTICLES OF ASSOCIATION

of

BRIGHTON & HOVE FOOD PARTNERSHIP

1. INTERPRETATION

1 1 In the Memorandum and in these Articles the following words and phrases have the meanings shown

'the Act'	the Companies Acts of 1985, 1989 and 2006
'AGM'	an annual general meeting of the Charity
'these Articles'	these articles of association
'authorised representative'	an individual who is authorised by a member organisation to act on its behalf at meetings of the Charity and whose name is given to the Secretary
'Chair'	the Chair of the Trustees
'the Charity'	the company governed by these Articles
'charity trustee'	the meaning as prescribed by section 97(1) of the Charities Act 1993
'clear day'	24 hours from midnight following the relevant event
'the Commission'	the Charity Commissioners for England and Wales
'EGM'	an extraordinary general meeting of the Charity
'financial expert'	an individual, company or firm who is an authorised person or an exempted person within the meaning of the Financial Services Act 1986
'material benefit'	a benefit which may not be financial but has a monetary value
'member'	a member of the Charity
'membership'	membership of the Charity
'Memorandum'	the Charity's Memorandum of Association
'month'	calendar month
'the Objects'	the Objects of the Charity as defined in clause 3 of the Memorandum
'Secretary'	the Secretary of the Charity
'taxable trading'	carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects where the profits of the trade or business are liable to tax
'Trustee'	a director of the Charity and 'Trustees' means all of the directors
'written' or 'in writing'	a legible document on paper not including a fax message
'year'	calendar year

1 2 In the Memorandum and in these Articles

1 2 1 expressions defined in the Act have the same meaning

1 2 2 references to an Act of Parliament are to the Act as amended or re-enacted and to any subordinate legislation made under it

1 2 3 where the context allows, words in the singular shall include the plural and vice versa

2. MEMBERSHIP

2 1 The number of members with which the company proposes to be registered is unlimited

2 2 The Charity must maintain a register of members

2 3 Membership of the Charity is open to any individual or organisation interested in promoting the Objects who

2 3 1 applies to the Charity in the form required by the Trustees

2 3 2 is approved by the Trustees and

2 3 3 signs the Register of members or consents in writing to become a member either personally or (in the case of a member organisation) through an authorised representative

2 4 The Trustees may establish different classes of membership and prescribe their respective privileges and duties and set the amounts of any subscriptions

2 5 Membership is terminated if the member concerned

2 5 1 gives written notice of resignation to the Charity

2 5 2 dies or (in the case of an organisation) ceases to exist

2 5 3 is six months in arrears in paying the relevant subscription (if any) but in such a case the member may be reinstated on payment of the amount due

2 5 4 is removed from membership by resolution of the Trustees on the ground that the member's continued membership is harmful to the Charity (but only after notifying the member in writing and considering the matter in the light of any written or oral representations which the member concerned may put forward for consideration at the meeting)

2 6 Membership of the Charity is not transferable

3. GENERAL MEETINGS

3 1 Members are entitled to attend general meetings either personally or (in the case of a member organisation) by an authorised representative

3 2 AGMs are called on at least 21 clear days written notice Any general meeting which is not an AGM is an EGM and may be called at any time by the Trustees or must be called within 28 days on a written request from at least 5 members

- 3 3 There is a quorum at a general meeting if the number of members or authorised representatives personally present is at least 3 (or 10 per cent of the members if greater)
- 3 4 The Chair or (if the Chair is unable or unwilling to do so) some other member elected by those present presides at a general meeting
- 3 5 Each member may vote as follows (in the case of an organisation which is a member the vote being cast by its authorised representative)
 - 3 5 1 in person at a meeting, or
 - 3 5 2 by post or electronic means in accordance with any procedure set for this purpose by the Trustees, or
 - 3 5 3 by proxy in accordance with any procedure set for this purpose by the Trustees
- 3 6 Every member has one vote on each issue
- 3 7 The Charity must hold an AGM in every year which all members are entitled to attend
- 3 8 At an AGM the members
 - 3 8 1 receive the accounts of the Charity for the previous financial year
 - 3 8 2 receive the Trustees' report on the Charity's activities in the previous financial year
 - 3 8 3 accept the retirement of those Trustees who wish to retire or who are retiring by rotation
 - 3 8 4 elect persons to be Trustees to fill the vacancies arising
 - 3 8 5 appoint auditors or independent examiners for the accounts of the Charity
 - 3 8 6 discuss and determine any issues of policy or deal with any other business which has been included in the agenda for the meeting following a written request from at least 5 members received by the Secretary not less than 7 days before the meeting
 - 3 8 7 discuss and determine any other issues of policy or deal with any other business which a majority of members present at the meeting agree to be discussed at the meeting
- 3 9 In the election of Trustees under Article 3 8 4 a member may vote in favour or may vote against or may abstain A person will not be elected if the number of votes against their election exceeds the number of votes in favour (and abstentions shall not be counted for this purpose)

4. THE TRUSTEES

- 4 1 The Trustees as charity trustees have control of the Charity and its property and affairs
- 4 2 The Trustees when complete consist of at least 3 and not more than 9 individuals
- 4 3 One third (or the number nearest one third) of the Trustees must retire at each AGM, those longest in office retiring first and the choice between any of equal

service being made by drawing lots A Trustee retiring under this Article may stand for re-election

4 4 Every Trustee must sign a declaration of willingness to act as a charity trustee of the Charity before he or she is eligible to vote at any meeting of the Trustees

4 5 A Trustee's term of office automatically terminates if he or she

4 5 1 is disqualified under the Charities Act 1993 from acting as a charity trustee

4 5 2 is incapable, whether mentally or physically, of managing his or her own affairs

4 5 3 is absent from three consecutive meetings of the Trustees (unless the other Trustees resolve at the third of those meetings that the Trustee's term of office shall not be terminated)

4 5 4 resigns by written notice to the Trustees (but only if at least two Trustees will remain in office)

4 5 5 is removed by resolution passed by at least seventy-five per cent of the Trustees after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views

4 6 The Trustees may at any time co-opt any person duly qualified to be appointed as a Trustee to fill a vacancy in their number but a co-opted Trustee holds office only until the next AGM

4 7 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

5. PROCEEDINGS OF TRUSTEES

5 1 The Trustees must hold at least 3 meetings each year

5 2 A quorum at a meeting of the Trustees is 3 Trustees

5 3 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants

5 4 The Chair or (if the Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting

5 5 Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution signed by all the Trustees is as valid as a resolution passed at a meeting (and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature)

5 6 Every Trustee has one vote on each issue

5 7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

6. POWERS OF TRUSTEES

The Trustees have the following powers in the administration of the Charity

- 6 1 to appoint (and remove) any person (who may be a Trustee) to act as Secretary to the Charity in accordance with the Act
- 6 2 to appoint a Chair, Treasurer and other honorary officers from among their number
- 6 3 to delegate any of their functions to committees consisting of 2 or more individuals appointed by them but so that
 - 6 3 1 at least one member of each committee must be a Trustee,
 - 6 3 2 the Trustees must confirm in writing the limits of authority of each committee, and
 - 6 3 3 the Trustees shall be responsible for ensuring that any Committee reports to them promptly and for monitoring the proper exercise of any powers delegated to a Committee
- 6 4 to make rules consistent with the Memorandum, these Articles and the Act
 - 6 4 1 to govern proceedings at general meetings,
 - 6 4 2 to govern proceedings at meetings of Trustees and of committees, and
 - 6 4 3 to govern the administration of the Charity and the use of its seal (if any)
- 6 5 to establish procedures to assist the resolution of disputes within the Charity

7. RECORDS & ACCOUNTS

- 7 1 The Trustees must comply with the requirements of the Act and of the Charities Act 1993 as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of
 - 7 1 1 annual reports
 - 7 1 2 annual returns
 - 7 1 3 annual statements of account
- 7 2 The Trustees must keep proper records of
 - 7 2 1 all proceedings at general meetings
 - 7 2 2 all proceedings at meetings of the Trustees
 - 7 2 3 all reports of committees and
 - 7 2 4 all professional advice obtained
- 7 3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours and must be

made available for inspection by a member who is not a Trustee at reasonable times within 21 days of receiving notice from the member

- 7 4 A copy of the Chanty's latest available statement of account must be supplied on request to any Trustee or member, or to any other person who makes a written request and pays the Chanty's reasonable costs, within one month

8. NOTICES

- 8 1 Notices under these Articles may be sent by hand, or by post or by suitable electronic means or may be published in any publication distributed by the Chanty

- 8 2 The only address at which a member is entitled to receive notices is the address shown in the register of members and the Trustees shall ensure that any written notification of change of address received from a member shall be promptly recorded in the register of members

- 8 3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received

8 3 1 24 hours after being sent by electronic means or delivered by hand to the relevant address, or

8 3.2 two clear days after being sent by first class post to that address, or

8 3 3 three clear days after being sent by second class or overseas post to that address, or

8 3 4 on being handed to the member (or, in the case of a member organisation, its authorised representative) personally, or, if earlier,

8 3 5 as soon as the member acknowledges actual receipt

- 8 4 A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

9. DISSOLUTION

The provisions of the Memorandum relating to dissolution of the Chanty take effect as though repeated here