

(Company Number 13814790)

The Companies Act 2006

Private Company Limited by Shares

Articles of Association
of
Poole Harbour Agriculture Group CIC

Adopted by written special resolution

passed on _____ 2022

THE COMPANIES ACT 2006

COMMUNITY INTEREST COMPANY LIMITED BY GUARANTEE ARTICLES OF ASSOCIATION

of

POOLE HARBOUR AGRICULTURE GROUP CIC

INTERPRETATION

1 DEFINED TERMS

The interpretation of these Articles is governed by the provisions set out in Schedule 1 at end of the Articles.

COMMUNITY AND INTEREST COMPANY AND ASSET LOCK

2 COMMUNITY INTEREST COMPANY

The Company is to be a community interest company.

3 ASSET LOCK

3.1 The Company shall not transfer any of its assets other than for full consideration.

3.2 Provided the conditions in Article 3.3 are satisfied, Article 3.1 shall not apply to:

- (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:

- (a) the Company is wound up under the Insolvency Act 1986; and
- (b) all its liabilities have been satisfied,

any residual assets shall be given or transferred (so far as is reasonably practicable, in equal portions) to the asset-locked bodies specified in Article 3.5 below.

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

- (a) Name: The Royal Agricultural Benevolent Institution (RABI) Charity Registration Number (if applicable): 208858 Company Registration Number (if applicable): RC000441

Registered Office: Shaw House, 27 West Way, Oxford, OX2 0OH, United Kingdom; and

(b) Name: The Farming Community Network (FCN) Charity Registration Number (if applicable): 1095919

Company Registration Number (if applicable): 04429778

Registered Office: The Farming Community Network, Manor Farm, West Haddon, Northampton, NN6 7AO, United Kingdom.

4 NOT FOR PROFIT

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

5.1 The objects of the Company are to carry on activities which benefit the community and in particular (without limitation) to:

- (a) provide a farmer-controlled and managed entity to represent the agricultural community within Poole Harbour catchment area;
- (b) develop unified and coherent governance and management for the agricultural community of the Poole Harbour catchment area;
- (c) develop a farm-level nutrient balancing tool to record the use of nutrients within the Poole Harbour catchment area;
- (d) develop a farm-level nutrient trading platform to facilitate reduction of nutrient losses within the Poole Harbour catchment area and.
- (e) provide access to new environmental markets.

6 POWERS

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

7 LIABILITY OF MEMBERS

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:

- (a) payment of the Company's debts and liabilities contracted before he or she ceases to be a member;
- (b) payment of the costs, charges and expenses of winding up; and
- (c) adjustment of the rights of the contributories among themselves.

DIRECTORS

Directors' Powers and Responsibilities

8 DIRECTORS' GENERAL AUTHORITY

Subject to the Articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

9 NUMBER OF DIRECTORS AND RETIREMENT

9.1 The minimum number of directors shall be three, and the maximum number of directors shall be 10

9.2 Each Director may serve for a maximum term of three years commencing on the date of their appointment and shall be eligible for re-election at a general meeting for an additional three-year term. There shall be no limit on the number of terms a Director may serve.

9.3 If the Company, at the general meeting at which the Director retires, does not fill the vacancy the retiring Director shall, if willing to act, be deemed to have been re-appointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the reappointment of the Director is put to the meeting and lost.

9.4 No person other than the Director retiring by rotation shall be appointed or re-appointed as a Director at any general meeting unless he is recommended by the Directors.

10 MEMBERS' RESERVE POWER

10.1 The members may, by special resolution, direct the Directors to take, or refrain from taking, specific action.

10.2 No such special resolution invalidates anything which the Directors have done before the passing of the resolution.

11 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.

12 DIRECTORS MAY DELEGATE

12.1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles:

- (a) to such person or committee;
- (b) by such means (including by power of attorney);
- (c) to such an extent;
- (d) in relation to such matters or territories; and
- (e) on such terms and conditions, as they think fit.

12.2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.

12.3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

13 COMMITTEES

- 13.1 Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors.
- 13.2 The Directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.

DECISION-MAKING BY DIRECTORS

14 DIRECTORS TO TAKE DECISIONS COLLECTIVELY

Any decision of the Directors must be either a majority decision at a meeting in accordance with Article 19 or a decision taken in accordance with Article 20.

15 CALLING A DIRECTORS' MEETING

- 15.1 Two Directors may (and the Secretary, if any, must at the request of two Directors) call a Directors' meeting.
- 15.2 A Directors' meeting must be called by at least seven Clear Days' notice unless either:
- (a) all the Directors agree; or
 - (b) urgent circumstances require shorter notice.
- 15.3 Notice of Directors' meetings must be given to each Director.
- 15.4 Every notice calling a Directors' meeting must specify:
- (a) the place, day and time of the meeting; and
 - (b) if it is anticipated that Directors participating in the meeting will not be in the same place, an online meeting platform will be available.
- 15.5 Notice of Directors' meetings need not be in Writing.
- 15.6 Notice of Directors' meetings may be sent by Electronic Means to an Address provided by the Director for the purpose.

16 PARTICIPATION IN DIRECTORS' MEETINGS

- 16.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:
- (a) the meeting has been called and takes place in accordance with the Articles; and
 - (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 16.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.
- 16.3 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.

16.4 The chair of the meeting may permit other persons who are not directors of the Company to attend and speak at a directors' meeting.

17 QUORUM FOR DIRECTORS' MEETINGS

17.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

17.2 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 three, and unless otherwise fixed it is three .

17.3 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:

- (a) to appoint further Directors; or
- (b) to call a general meeting so as to enable the members to appoint further Directors.

18 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.

19 DECISION MAKING AT A MEETING

19.1 Questions arising at a Directors' meeting shall be decided by a majority of votes.

19.2 In all proceedings of Directors each Director must not have more than one vote.

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

20 DECISIONS WITHOUT A MEETING

20.1 The Directors may take a unanimous decision without a Directors' meeting 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.

20.2 A decision which is made in accordance with Article 20.1 shall be as valid and effectual as if it had been passed at a meeting duly convened and held.

21 TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY

21.1 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Companies Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Companies Act, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
- (b) shall be entitled to vote and count in the quorum at a meeting of the Directors (or of a committee of the Directors) or participate in any unanimous decision, in respect of such transaction or arrangement in which he is interested;
- (c) may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;

- (d) may be a Director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
- (e) shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Companies Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Companies Act.

22 CONFLICTS OF INTEREST

- 22.1 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.
- 22.2 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.
- 22.3 Whenever a matter is to be discussed at a meeting or decided in accordance with Article 20 and a Director has a Conflict of Interest in respect of that matter then, subject to Article 23, he or she must:
 - (a) remain only for such part of the meeting as in the view of the other Directors is necessary to inform the debate;
 - (b) not be counted in the quorum for that part of the meeting; and
 - (c) withdraw during the vote and have no vote on the matter.
- 22.4 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.

23 POWER TO AUTHORISE A CONFLICT OF INTEREST

- 23.1 The Directors have power to authorise a Director to be in a position of Conflict of Interest provided:
 - (a) in relation to the decision to authorise a Conflict of Interest, the conflicted Director must comply with Article 23.3;
 - (b) 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; and
 - (c) 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.
- 23.2 Where there is a Conflict of Interest, the company by ordinary resolution may disapply the provision of the articles which would otherwise prevent a director from being counted in the quorum and participating in the decision-making process

- 23.3 If a matter, or office, employment or position, has been authorised by the Directors in accordance with Article 23.1 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.
- 23.4 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 23.1 (subject to any limits or conditions to which such approval was subject).

24 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

25 METHODS OF APPOINTING DIRECTORS

- 25.1 Those persons notified to the Registrar of Companies as the first Directors of the Company shall be the first Directors.
- 25.2 A member who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director:
- (a) by ordinary resolution; or
 - (b) by a decision of the Directors.
- 25.3 In any case where, as a result of death, the Company has no members and no Directors, the personal representatives of the last member to have died have the right, by notice in writing, to appoint a person to be a member.
- 25.4 For the purposes of Article 25.3, where two or more members die in circumstances rendering it uncertain who was the last to die, a younger member is deemed to have survived an older member.

26 TERMINATION OF DIRECTOR'S APPOINTMENT

A person ceases to be a Director as soon as:

- (a) that person ceases to be a Director by virtue of any provision of the Companies Acts, or is prohibited from being a Director by law;
- (b) a bankruptcy order is made against that person, or an order is made against that person in individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (d) notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least two Directors will remain in office when such resignation has taken effect);

- (e) the Director fails to attend three consecutive meetings of the Directors without a valid reason and the Directors resolve that the Director be removed for this reason;
- (f) at a general meeting of the Company, a resolution is passed that the Director be removed from office, provided the meeting has invited the views of the Director concerned and considered the matter in the light of such views; or
- (g) the Director ceases to be a member of the Company.

27 DIRECTORS' REMUNERATION

27.1 Directors may undertake any services for the Company that the Directors decide.

27.2 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.

27.3 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.

27.4 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.

27.5 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.

28 DIRECTORS' EXPENSES

The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at:

- (a) meetings of Directors or committees of Directors;
- (b) general meetings; or
- (c) separate meetings of any class of members or of the holders of any debentures of the Company,

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

MEMBERS

29 MEMBER OBLIGATIONS

29.1 Each member agrees to be bound by and abide by the Scheme Rules.

29.2 Each member shall pay an annual subscription as determined by the Directors from time to time.

30 BECOMING A MEMBER

- 30.1 Persons admitted to membership in accordance with the Articles shall be members of the Company.
- 30.2 No person shall be admitted a member of the Company unless he or she is approved by the Directors. The Directors shall not be obliged to give any reason for refusing any application for membership.
- 30.3 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.

31 TERMINATION OF MEMBERSHIP

- 31.1 Membership is not transferable to anyone else.
- 31.2 Membership is terminated if:
- (a) the member dies or ceases to exist;
 - (b) otherwise in accordance with the Articles;
 - (c) a bankruptcy order is made against that member, or an order is made against that member in individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
 - (d) a composition is made with that member's creditors generally in satisfaction of that member's debts;
 - (e) the member fails to pay their annual membership fee when due;
 - (f) the member commits a material breach of the Scheme Rules and fails to remedy such breach within 10 Business Days of receiving notice from the Directors; or
 - (g) at a meeting of the Directors at which at least half of the Directors are present, a resolution is passed resolving that the member be expelled on the ground that his or her continued membership is harmful to or is likely to become harmful to the interests of the Company. Such a resolution may not be passed unless the member has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify expulsion, and has been afforded a reasonable opportunity of being heard by or of making written representations to the Directors. A member expelled by such a resolution will nevertheless remain liable to pay to the Company any subscription or other sum owed by him or her.

ORGANISATION OF GENERAL MEETINGS

32 GENERAL MEETINGS

- 32.1 The Directors may call a general meeting at any time.
- 32.2 The Directors must call a general meeting if required to do so by the members under the Companies Acts.

33 LENGTH OF NOTICE

- 33.1 All general meetings must be called by either:

- (a) at least 14 Clear Days' notice; or
- (b) shorter notice if it is so agreed by a majority of the members having a right to attend and vote at that meeting. Any such majority must together represent at least 90% of the total voting rights at that meeting of all the members.

34 CONTENTS OF NOTICE

- 34.1 Every notice calling a general meeting must specify the place, day and time of the meeting, whether it is a general or an annual general meeting, and the general nature of the business to be transacted.
- 34.2 If a special resolution is to be proposed, the notice must include the proposed resolution and specify that it is proposed as a special resolution.
- 34.3 In every notice calling a meeting of the Company there must appear with reasonable prominence a statement informing the member of his or her rights to appoint another person as his or her proxy at a general meeting.

35 SERVICE OF NOTICE

Notice of general meetings must be given to every member, to the Directors and to the auditors of the Company.

36 ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

- 36.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 36.2 A person is able to exercise the right to vote at a general meeting when:
 - (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
 - (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 36.3 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 36.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.
- 36.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

37 QUORUM FOR GENERAL MEETINGS

- 37.1 No business (other than the appointment of the chair of the meeting) may be transacted at any general meeting unless a quorum is present.
- 37.2 Two persons entitled to vote on the business to be transacted (each being a member, a proxy for a member or a duly Authorised Representative of a member), or 10% of the total membership (represented in person or by proxy), whichever is greater, shall be a quorum.
- 37.3 If a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place,

or to such time and place as the Directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting those present and entitled to vote shall be a quorum.

38 CHAIRING GENERAL MEETINGS

38.1 The Chair (if any) or in his or her absence some other Director nominated by the Directors will preside as chair of every general meeting.

38.2 If neither the Chair nor such other Director nominated in accordance with Article 37.1 (if any) is present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Directors present shall elect one of their number to chair the meeting and, if there is only one Director present and willing to act, he or she shall be chair of the meeting.

38.3 If no Director is willing to act as chair of the meeting, or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the members present in person or by proxy and entitled to vote must choose one of their number to be chair of the meeting, save that a proxy holder who is not a member entitled to vote shall not be entitled to be appointed chair of the meeting.

39 ATTENDANCE AND SPEAKING BY NON-MEMBERS

The chair of the meeting may permit other persons who are not members of the Company to attend and speak at a general meeting.

40 ADJOURNMENT

40.1 The chair of the meeting may adjourn a general meeting at which a quorum is present if:

- (a) the meeting consents to an adjournment; or
- (b) it appears to the chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

40.2 The chair of the meeting must adjourn a general meeting if directed to do so by the meeting.

40.3 When adjourning a general meeting, the chair of the meeting must:

- (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors; and
- (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

40.4 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least seven Clear Days' notice of it:

- (a) to the same persons to whom notice of the Company's general meetings is required to be given; and
- (b) containing the same information which such notice is required to contain.

40.5 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

41 VOTING: GENERAL

- 41.1 A resolution put to the vote of a general meeting must be decided on a show of hands..
- 41.2 A person who is not a member of the Company shall not have any right to vote at a general meeting of the Company; but this is without prejudice to any right to vote on a resolution affecting the rights attached to a class of the Company's debentures.
- 41.3 Article 41.2 shall not prevent a person who is a proxy for a member or a duly Authorised Representative from voting at a general meeting of the Company.

42 VOTES

- 42.1 On a vote on a resolution (either on a show of hands at a meeting or by written resolution) every Farmer Member present in person (whether a member, proxy or Authorised Representative of a member) and entitled to vote shall have one vote.
- 42.2 No member shall be entitled to vote at any general meeting unless all monies presently payable by him, her or it to the Company have been paid.
- 42.3 The following provisions apply to any organisation that is a member (a "**Member Organisation**"):
- (a) a Member Organisation may nominate any individual to act as its representative (an "**Authorised Representative**") at any meeting of the Company;
 - (b) the Member Organisation must give notice in Writing to the Company of the name of its Authorised Representative. The Authorised Representative will not be entitled to represent the Member Organisation at any meeting of the Company unless such notice has been received by the Company. The Authorised Representative may continue to represent the Member Organisation until notice in Writing is received by the Company to the contrary;
 - (c) a Member Organisation may appoint an Authorised Representative to represent it at a particular meeting of the Company or at all meetings of the Company until notice in Writing to the contrary is received by the Company;
 - (d) any notice in Writing received by the Company shall be conclusive evidence of the Authorised Representative's authority to represent the Member Organisation or that his or her authority has been revoked. The Company shall not be required to consider whether the Authorised Representative has been properly appointed by the Member Organisation;
 - (e) an individual appointed by a Member Organisation to act as its Authorised Representative is entitled to exercise (on behalf of the Member Organisation) the same powers as the Member Organisation could exercise if it were an individual member;
 - (f) on a vote on a resolution at a meeting of the Company, the Authorised Representative has the same voting rights as the Member Organisation would be entitled to if it was an individual member present in person at the meeting; and
 - (g) the power to appoint an Authorised Representative under this Article 42.3 is without prejudice to any rights which the Member Organisation has under the Companies Acts and the Articles to appoint a proxy or a corporate representative.

43 ERRORS AND DISPUTES

43.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

43.2 Any such objection must be referred to the chair of the meeting whose decision is final.

44 CONTENT OF PROXY NOTICES

44.1 Proxies may only validly be appointed by a notice in writing (a "**Proxy Notice**") which:

- (a) states the name and address of the member appointing the proxy;
- (b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
- (c) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and
- (d) is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.

44.2 The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.

44.3 Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

44.4 Unless a Proxy Notice indicates otherwise, it must be treated as:

- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
- (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

45 DELIVERY OF PROXY NOTICES

45.1 A person who is entitled to attend, speak or vote at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Company by or on behalf of that person.

45.2 An appointment under a Proxy Notice may be revoked by delivering to the Company a notice in Writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given.

45.3 A notice revoking the appointment of a proxy only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

46 AMENDMENTS TO RESOLUTIONS

46.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

- (a) notice of the proposed amendment is given to the Company in Writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chair of the meeting may determine); and
- (b) the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.

- 46.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
- (a) the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 46.3 If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair's error does not invalidate the vote on that resolution.

WRITTEN RESOLUTIONS

47 WRITTEN RESOLUTIONS

- 47.1 Subject to Article 47.3, a written resolution of the Company passed in accordance with this Article 47 shall have effect as if passed by the Company in general meeting:
- (a) A written resolution is passed as an ordinary resolution if it is passed by 66.7% of the total voting rights of eligible members.
 - (b) 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.
- 47.2 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.
- 47.3 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.
- 47.4 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.
- 47.5 A member signifies their agreement to a proposed written resolution when the Company receives from him or her the written resolution bearing that member's signature.
- 47.6 A written resolution is passed when the required majority of eligible members have signified their agreement to it.
- 47.7 A proposed written resolution lapses if it is not passed within 28 days beginning with the Circulation Date.

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

48 MEANS OF COMMUNICATION TO BE USED

- 48.1 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.
- 48.2 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.

- 48.3 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.

49 IRREGULARITIES

The proceedings at any meeting 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.

50 MINUTES

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

- (a) of all appointments of officers made by the Directors;
- (b) of all resolutions of the Company and of the Directors; and
- (c) 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.

- 50.2 The minutes must be kept for at least ten years from the date of the meeting, resolution or decision.

51 RECORDS AND ACCOUNTS

The Directors shall comply with the requirements of the Companies Acts as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Regulator of:

- (a) annual reports;
- (b) annual returns; and
- (c) annual statements of account.

52 INDEMNITY

- 52.1 Subject to Article 52.2, 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.

52.2 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.

52.3 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.

53 INSURANCE

53.1 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.

53.2 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.

54 EXCLUSION OF MODEL ARTICLES

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

Schedule 1

Interpretation

1 DEFINED TERMS

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

Address: includes a number or address used for the purposes of sending or receiving Documents by Electronic Means;

Articles: means the Company's articles of association;

Authorised Representative: means any individual nominated by a Member Organisation to act as its representative at any meeting of the Company in accordance with Article 42;

asset-locked body: means (i) a community interest company, a charity or a Permitted Registered Society; or (ii) a body established outside the United Kingdom that is equivalent to any of those;

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;

Chair: has the meaning given in Article 11;

chairman of the meeting: has the meaning given in Article 38;

Circulation Date: means in relation to a written resolution, has the meaning given to it in the Companies Acts;

Clear Days: means 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;

community: is to be construed in accordance with Section 35(5) of the Company's (Audit) Investigations and Community Enterprise) Act 2004;

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;

Company: means Poole Harbour Agriculture Group CIC;

Conflict of Interest: means 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;

Director: means a director of the Company, and includes any person occupying the position of director, by whatever name called;

Document: includes, unless otherwise indicated, any Document sent or supplied in Electronic Form;

Electronic Form and **Electronic Means:** have the meanings respectively given to them in Section 1168 of the Companies Act 2006;

Farmer Member: any member who has been issued a single business identifier by the Department for Environment, Food & Rural Affairs.

Memorandum: means the Company's memorandum of association;

paid: means paid or credited as paid;

participate: means in relation to a Directors' meeting, has the meaning given in Article 16

Permitted Registered Society: and "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;

Proxy Notice: has the meaning given in Article 44;

the Regulator: means the Regulator of Community Interest Companies;

Secretary: means the secretary of the Company (if any);

Scheme Rules: the scheme rules governing the Poole Harbour Nutrient Management Scheme as amended from time to time;

specified: means specified in the articles of association of the Company for the purposes of this paragraph;

subsidiary: has the meaning given in section 1159 of the Companies Act 2006;

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

Writing: means 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 paragraph 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.
- 3** Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles become binding on the Company.