

THE COMPANIES ACT 2006

COMMUNITY INTEREST COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

THE FOUNDRY MOUNTAINEERING CLUB C.I.C.

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

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PART 1: INTERPRETATION

1. DEFINED TERMS

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

PART 2: 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:

3.2.1 the transfer of assets to any specified asset-locked body, or (with the consent of the Regulator) to any other asset-locked body; and

3.2.2 the transfer of assets made for the benefit of the community other than by way of a transfer of assets into an asset-locked body.

3.3 The conditions are that the transfer of assets must comply with any restrictions on the transfer of assets for less than full consideration which may be set out elsewhere in the Articles of the Company.

3.4 The restriction referred to in Article 3.3 is that:

3.4.1 any transfer of assets shall only be made to a registered Community Amateur Sports Club (**CASC**) or Charity following approval by a special resolution of the Members;

3.4.2 on dissolution of the Company, if after settlement of all debts and liabilities there remain any surplus net assets the Company may by a decision of its Directors or failing that a decision of the Members only transfer the same to a registered CASC or Charity.

3.5 For the purposes of this article, no asset locked body is specified as a potential recipient of the Company's assets under Article 3.2.

4. NOT FOR PROFIT

The Company is not established or conducted for private gain.

PART 3: OBJECTS, POWERS AND LIMITATION OF LIABILITY

5. OBJECTS

The objects of the Company are to carry on activities which benefit the community and in particular (without limitation) principally to provide facilities for climbing and mountaineering and generally to promote, encourage and facilitate the participation in the Sport in the area of Sheffield and amongst the community.

6. POWERS

The Company shall have the powers to do all such lawful things as are consistent with the furtherance of its Objects in particular but not so as to limit those powers, the Company shall have the power:

- (a) to such extent as may not already have occurred, to acquire and undertake all properties and liabilities and to carry out the powers, obligations, duties and general objects of the former unincorporated association known as The Foundry Mountaineering Club and to indemnify The Foundry Mountaineering Club, its officers, members, and members of any of its sub-committees against all costs, claims, demands, actions and proceedings relating to the assets and undertaking of mountaineering and in respect of all liabilities, obligations and commitments (whether legally binding or not) of The Foundry Mountaineering Club, and also in respect of the costs and expenses and outgoings from or attributable to the transfer of assets and undertaking to the Company;
- (b) to provide and maintain the Company's premises and Company -owned equipment for the use of its Members (without discrimination);
- (c) to provide other ordinary benefits of an amateur sports club as set out in the Corporation Tax Act 2010 Part 13 Chapter 9 including, without limitation, provision of suitably qualified coaches, coaching courses, insurance, medical treatment and post-match refreshments;
- (d) to sell or supply food and/or drink and provide other activities as a social adjunct to the sporting purposes of the Company;
- (e) to obtain funding for the activities of the Company by collecting entrance fees, membership subscriptions, match fees and/or obtaining sponsorship and other available funding;
- (f) to promote the Sport;
- (g) to affiliate to the Governing Body of the Sport;
- (h) to comply with and uphold the rules and regulations of the Governing Body as amended from time to time and the rules and regulations of any body to which the Governing Body is affiliated;
- (i) to acquire, establish, own, operate and turn to account in any way for the members' benefit the facilities of the Company together with buildings and easements, fixtures and fittings and accessories as shall be thought advisable;
- (j) to make rules, regulations, bye-laws and standing orders concerning the operation of the Company including without limitation regulations concerning disciplinary procedures that may be taken against the Members;
- (k) to discipline the Members where permitted by any rules established under Article (j);
- (l) to undertake and execute charitable trusts relating to the activities of the Company;
- (m) subject to the provisions of these Articles to make donations or offer support (financial or otherwise) to mountaineering clubs which are Charities or CASCs; and
- (n) to do all such other things as shall be thought fit to further the interests of the Company or to be incidental or conducive to the attainment of all or any of the Objects .

7. USE OF INCOME AND PROPERTY

7.1 The income and property of the Company shall be applied solely towards the promotion of the Objects and no portion thereof shall be Paid or transferred directly or indirectly, overtly or covertly by way of distribution, bonus or otherwise by way of profit to the Members of the Company or third parties other than other registered CASCs or Charities. No Member of the Company shall be Paid a salary, bonus fee or other remuneration for playing for the Company.

7.2 Nothing in this Article shall prevent the payment in good faith by the Company:

- 7.2.1 to any Director, committee or sub-committee member of reasonable and proper out-of-pocket expenses;
 - 7.2.2 of interest on money lent by a Member of the Company or its Directors at a commercial rate of interest;
 - 7.2.3 of reasonable and proper rent for premises demised or let by any Member of the Company or by any Director;
 - 7.2.4 of the payment to a Director for goods or services under a contract with the Company as authorised by Article 7.3;
 - 7.2.5 of any premium in respect of the purchase and maintenance of indemnity insurance in respect of liability for any act or default of the Directors (or any of them) in relation to the Company; or
 - 7.2.6 other payments as are permitted by these Articles.
- 7.3 A Director may not be an employee of the Company, but a Director may enter into a contract with the Company to supply services or goods to the Company in return for a payment or other material benefit if:
- 7.3.1 the services or goods are actually required by the Company;
 - 7.3.2 the nature and level of the payment or benefit is no more than is reasonable in relation to the value of the goods or services and recorded in an agreement in writing;
 - 7.3.3 the number of Directors who are interested in any such a contract in any financial year of the Company is in the minority; and
 - 7.3.4 before entering into such a contract, the Directors have decided that they are satisfied that it would be in the best interests of the Company, and likely to promote the success of the Company, for the goods or services to be provided by the relevant person (as opposed to being provided by someone who is not a Director) to, or on behalf of, the Company for the amount or maximum amount of benefit or payment.

8. 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 they are a Member or within one year after they cease to be a Member, for any of the items set out in this Article. The items for which the Members undertake to contribute are:

- 8.1 payment of the Company's debts and liabilities contracted before they cease to be a Member;
- 8.2 payment of the costs, charges and expenses of winding up; and
- 8.3 adjustment of the rights of the contributories among themselves.

PART 4: DIRECTORS' POWERS AND RESPONSIBILITIES

9. DIRECTORS' GENERAL AUTHORITY

- 9.1 Subject to the Companies Act, these Articles and any rules made pursuant to them and any special resolution, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.
- 9.2 No rule made pursuant to Article 55 or special resolution passed by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if such rule or special resolution had not been passed.

10. CHAIR

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

11. DIRECTORS MAY DELEGATE

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

11.1.1 to such person or committee;

11.1.2 by such means (including by power of attorney);

11.1.3 to such an extent;

11.1.4 in relation to such matters or territories; and

11.1.5 on such terms and conditions;

as they think fit.

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

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

12. COMMITTEES

12.1 The Directors may delegate, on such terms of reference as they think fit, any of their powers or functions to any committee comprising two or more Directors and any other persons appointed under Article 12.4.

12.2 The Directors may delegate the implementation of their decisions or day-to-day management of the affairs of the Company to any person or committee.

12.3 The terms of reference of a committee may include conditions imposed by the Directors, including that:

12.3.1 the relevant powers are to be exercised exclusively by the committee to whom the Directors delegate; and

12.3.2 no expenditure or liability may be incurred on behalf of the Company except where approved by the Directors or in accordance with a budget previously agreed by the Directors.

12.4 Persons who are not Directors may be appointed as members of a committee, subject to the approval of the Directors.

12.5 Every committee shall act in accordance with the terms of reference on which those powers or functions are delegated to it and, subject to that, committees shall 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.

12.6 The terms of any delegation to a committee shall be recorded in the minute book.

12.7 The Directors may revoke or alter a delegation.

12.8 All acts and proceedings of any committee shall be fully and promptly reported to the Directors.

PART 5: DECISION-MAKING BY DIRECTORS

13. DIRECTORS TO TAKE DECISIONS COLLECTIVELY

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

14. CALLING A DIRECTORS' MEETING

14.1 Two Directors may (and the Secretary, if any, must at the request of two Directors) call a Directors' meeting.

14.2 A Directors' meeting must be called by at least seven Clear Days' notice unless either:

14.2.1 all the Directors agree; or

14.2.2 urgent circumstances require shorter notice.

14.3 Notice of Directors' meetings must be given to each Director.

14.4 Every notice calling a Directors' meeting must specify:

14.4.1 the place, day and time of the meeting; and

14.4.2 if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

14.5 Notice of Directors' meetings need not be in Writing.

14.6 Notice of Directors' meetings may be sent by Electronic Means to an Address provided by the Director for the purpose.

15. PARTICIPATION IN DIRECTORS' MEETINGS

15.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:

15.1.1 the meeting has been called and takes place in accordance with the Articles; and

15.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

15.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.

15.3 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. QUORUM FOR DIRECTORS' MEETINGS

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

16.2 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than two, and unless otherwise fixed it is two or one-third of the total number of Directors, whichever is the greater.

16.3 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:

16.3.1 to appoint further Directors; or

16.3.2 to call a general meeting so as to enable the Members to appoint further Directors.

17. CHAIRING OF DIRECTORS' MEETINGS

The Chair, if any, or in their absence another Director nominated by the Directors present shall preside as chair of each Directors' meeting.

18. DECISION MAKING AT A MEETING

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

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

19. DECISIONS WITHOUT A MEETING

The Directors may take a decision without a Directors' meeting by a majority of those entitled to vote indicating to each other by any means, including without limitation by Electronic Means, that they share a common view on a matter (provided that a decision cannot be taken by written resolution if those Directors would not have formed a quorum at a Directors' meeting). 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. CONFLICTS OF INTEREST

20.1 Whenever a Director finds themselves in a situation that is reasonably likely to give rise to a Conflict of Interest, they must declare their interest to the Directors unless, or except to the extent that, the other Directors are or ought reasonably to be aware of it already.

20.2 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.

20.3 Whenever a matter is to be discussed at a meeting or decided in accordance with Article 19 and a Director has a Conflict of Interest in respect of that matter then, subject to Article 21, they must:

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

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

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

When a Director has a Conflict of Interest which they have declared to the Directors, they 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.

21. DIRECTORS' POWER TO AUTHORISE A CONFLICT OF INTEREST

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

21.1.1 in relation to the decision to authorise a Conflict of Interest, the conflicted Director must comply with Article 20.3;

- 21.1.2 in authorising a Conflict of Interest, the Directors can decide the manner in which the Conflict of Interest may be dealt with and, for the avoidance of doubt, they can decide that the Director with a Conflict of Interest can participate in a vote on the matter and can be counted in the quorum;
- 21.1.3 the decision to authorise a Conflict of Interest can impose such terms as the Directors think fit and is subject always to their right to vary or terminate the authorisation; and
- 21.2 if a matter, or office, employment or position, has been authorised by the Directors in accordance with Article 21.1 then, even if they have been authorised to remain at the meeting by the other Directors, the Director may absent themselves from meetings of the Directors at which anything relating to that matter, or that office, employment or position, will or may be discussed.
- 21.3 A Director shall not be accountable to the Company for any benefit which they derive from any matter, or from any office, employment or position, which has been authorised by the Directors in accordance with Article 21.1 (subject to any limits or conditions to which such approval was subject).

22. 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 they have 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.

23. DIRECTORS' DISCRETION TO MAKE FURTHER RULES

Subject to such rules as may be made, varied or revoked by the Members in general meeting in accordance with Article 55 below, the Directors shall have the power to make, vary and revoke the rules including, but not limited to, rules:

- 23.1 setting out different categories of membership of the Company;
- 23.2 setting the criteria for admission to membership of the Company for the different categories of Members and non-voting members;
- 23.3 creating regulations, standing orders and/or bye-laws for the better administration of the Company and to regulate the function, role and operation of committees to assist the Directors in the better administration of the Company;
- 23.4 setting or adopting such other regulations or policies, including for example child protection and equity policies, as the directors thinks fit; and
- 23.5 in relation to licensable activities of the Company,

provided that nothing in those rules shall prejudice the Company's status as a CASC under the Corporation Tax Act 2010 and provided that the said rules shall be consistent with these Articles and the Companies Acts.

PART 6: APPOINTMENT AND RETIREMENT OF DIRECTORS

24. METHODS OF APPOINTING DIRECTORS

- 24.1 Those persons notified to the Registrar of Companies as the first Directors of the Company shall be the first Directors.
- 24.2 Any person who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director:
- 24.2.1 by ordinary resolution of the Members; or

- 24.2.2 by a decision of the Directors.
- 24.3 At every annual general meeting the following Directors shall retire from office, but may, subject to this Article 24, offer themselves for reappointment by the Members:
- 24.3.1 one-third, or, if their number is not divisible by three, the number nearest to one-third, of the Directors who are to retire by rotation under Article 24.4; and
- 24.3.2 any Director appointed under Article 24.2.2 since the previous annual general meeting.
- 24.4 The Directors to retire by rotation shall be those who have been longest in office since their last appointment or reappointment. As between persons who were appointed or last reappointed on the same day, those to retire shall (unless they agree otherwise among themselves) be determined by drawing lots. A Director appointed under Article 24.2.2 shall not be taken into account in determining the Directors who are to retire by rotation.
- 24.5 Other than a Director retiring under Article 24.3.1, no person may be appointed a Director at any general meeting unless:
- 24.5.1 that person is recommended by the Directors; or
- 24.5.2 not less than 14 nor more than 35 Clear Days before the date of the meeting, the Company has received a notice, signed by a Member entitled to vote at the meeting, which:
- (a) indicates the Member's intention to propose the appointment of a person as a Director;
 - (b) states the details of that person which, if they were appointed, would be required to be recorded in the Company's register of Directors; and
 - (c) is signed by the person to be proposed to show their willingness to be appointed.
- 24.6 All those who are entitled to receive notice of a general meeting shall, not less than seven nor more than 28 Clear Days before the date of the meeting, be given notice of any proposal to appoint or reappoint a Director at the meeting, whether on the recommendation of the Directors or because the Company has received notice, pursuant to Article 24.5.2 of a Member's intention to propose an appointment. The requirement to give notice under this Article 24.6 shall not apply in the case of a Director who is to retire by rotation and seek reappointment.
- 24.7 If a Director is required to retire at an annual general meeting by a provision of the Articles the retirement shall take effect upon the conclusion of the meeting.
- 24.8 The Company shall consider the skills of any proposed Director to be involved in the general control, management and administration of the Company and ensure that they comply with the fit and proper person conditions set by the Finance Act 2010 Schedule 6 Part 3. The Company shall also have regard to the diversity of the Board as a whole in making appointments to it.
- 24.9 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.
- 24.10 For the purposes of Article 24.9, 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.

25. TERMINATION OF DIRECTOR'S APPOINTMENT

- 25.1 A person ceases to be a Director as soon as:

- 25.1.1 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;
 - 25.1.2 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;
 - 25.1.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;
 - 25.1.4 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);
 - 25.1.5 the Director fails to attend three consecutive meetings of the Directors and the Directors resolve that the Director be removed for this reason;
 - 25.1.6 the Directors pass a resolution to remove them from office on the basis that in their reasonable opinion, their conduct or behaviour is detrimental to the interests of the Company or otherwise in breach of any code of conduct in place from time to time, provided the Directors have invited the views of the Director concerned and considered the matter in the light of such views; or
 - 25.1.7 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.
- 25.2 One third of the Directors shall retire by rotation at the Annual General Meeting and shall be eligible for re-election.

26. DIRECTORS' EXPENSES

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

- 26.1 meetings of Directors or committees of Directors;
- 26.2 general meetings; or
- 26.3 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.

PART 7: MEMBERS

BECOMING AND CEASING TO BE A MEMBER

27. BECOMING A MEMBER

- 27.1 The subscribers to the Memorandum are the first Members of the Company.
- 27.2 Such other persons as are admitted to membership in accordance with the Articles shall be Members of the Company.
- 27.3 No person shall be admitted a Member of the Company unless he or she is approved by the Directors.
- 27.4 Every person who wishes to become a Member shall deliver to the Company an application for membership in such form (and containing such information) as the Directors require and executed by him or her.

28. APPLICATIONS FOR MEMBERSHIP

- 28.1 The subscribers to the Memorandum of the Company; the members of the former unincorporated association known as The Foundry Mountaineering Club as at the date of incorporation of the Company; and such other persons as are admitted to membership by the Directors in accordance with these Articles, shall be the Members of the Company.
- 28.2 Subject to Article 28.4 no person shall become a Member of the Company unless:
- 28.2.1 that person has completed an application for membership in a form approved by the Directors, and
- 28.2.2 the Directors have approved the application.
- 28.3 In consideration for services rendered to the Company, the Directors shall have the power to offer honorary memberships of the Company to any Member whereby that individual is awarded free lifetime membership if they have sat on any Management Committee as may be established from time to time for a period in excess of three years . However, no such honorary membership shall be awarded if this would in any way prevent membership of the Company from being open to the community as a whole or otherwise be contrary to the statutory provisions relating to CASCs.
- 28.4 For the avoidance of doubt membership is open to all without discrimination and may only be refused where admission to membership would be contrary to the best interests of the Sport or the good conduct and interests of the Company and no person shall be denied membership of the Company on the grounds of race, ethnic origin, creed, colour, age, disability, sex, occupation, sexual orientation, religion, political or other beliefs. A person may appeal against such decision by notifying the Company who shall put the matter to a general meeting for it to be decided by a majority vote of the Members present and voting at such meeting. For the purposes of registration the number of Members is declared to be unlimited. A person shall not be entitled to any privileges of the membership until two days have passed since their application for membership was submitted, whether or not they are admitted as a Member before those two days have lapsed.
- 28.5 The Directors may from time to time fix the levels of entrance fees and annual subscriptions to be Paid by the different categories of Company Members provided that the Directors shall use their best endeavours to ensure that the fees set by them do not preclude open membership of the Company.

29. CONDITIONS OF MEMBERSHIP

- 29.1 All Members shall be subject to such rules as may be established under the Articles from time to time and shall respect the rules of the Sport as set from time to time by the Governing Body.
- 29.2 The Members shall pay any entrance fees and annual subscription set by the Directors under Article 28.5.
- 29.3 Any Member whose subscription fee is more than 3 months in arrears shall be deemed to have resigned their membership of the Company.

30. TERMINATION OF MEMBERSHIP

- 30.1 Membership is not transferable to anyone else.
- 30.2 Membership is terminated if:
- 30.2.1 the Member dies or ceases to exist;
- 30.2.2 otherwise in accordance with the Articles; or

- 30.2.3 it is terminated by the Directors in accordance with the provisions of Article 30.3.
- 30.3 Termination of membership by the Directors
- 30.3.1 It shall be the duty of the Directors, if at any time they shall be of the opinion that the interests of the Company so require, by notice in hard copy form sent by prepaid post to a Member's address, to request that Member to withdraw from membership of the Company within a time specified in such notice, or ask for a meeting of the Directors to give the Member concerned an opportunity to speak in relation to the matter.
- 30.3.2 If, on the expiry of the time specified in such notice, the Member concerned has not withdrawn from membership by submitting notice in hard copy form of their resignation, or if at any time after receipt of the notice requesting them to withdraw from membership the Member shall so request in hard copy or Electronic Form, the matter shall be submitted to a properly convened and constituted meeting of the Directors or such committee to which they have delegated their powers.
- 30.3.3 The Directors or committee and the Member whose termination of membership is under consideration shall be given at least 14 days' notice of the meeting, and such notice shall specify the matter to be discussed. The Member concerned shall at the meeting be entitled to present a statement presenting their position either verbally or in hard copy form, and they shall not be required to withdraw from membership unless a majority of the Directors or committee members present and voting shall, after receiving the statement, vote for their termination of membership, or unless the Member fails to attend the meeting without sufficient reason being given.
- 30.3.4 If such a vote is carried, or if the Member shall fail to attend the meeting without sufficient reason being given, they shall thereupon cease to be a Member and their name shall be erased from the register of Members.
- 30.3.5 The Directors may exclude the said Member from the Company's premises until the meeting considering their expulsion has been held. For the avoidance of doubt, the Member shall be entitled to attend the Company's premises to attend that meeting (if it is held at them) for the purpose of making their representations.
- 30.3.6 A person may appeal against such decision by notifying the Directors who shall put the matter to a general meeting for it to be decided by a majority vote of the Members present and voting at such meeting.
- 30.4 A Member may otherwise withdraw from membership of the Company by giving seven (7) Clear Days' notice to the Company in Writing.
- 30.5 Any person ceasing to be a Member forfeits all rights in relation to and claims upon the Company, its property and its funds and has no right to the return of any part of their subscription.
- 30.6 The Directors may refund an appropriate part of a resigning Member's subscription if it considers it appropriate taking account of all the circumstances.

PART 8: ORGANISATION OF GENERAL MEETINGS

31. GENERAL MEETINGS

- 31.1 The Directors may call a general meeting at any time.
- 31.2 The Directors must call a general meeting if required to do so by the Members under the Companies Acts.

32. ANNUAL GENERAL MEETINGS

- 32.1 The Company shall hold a general meeting in every calendar year as its annual general meeting at such time and place as may be determined by the Directors and shall specify the meeting as such in the notices calling it, provided that so long as the Company holds its first annual general meeting within 18 months after its incorporation it need not hold it in the calendar year of its incorporation or in the following calendar year.
- 32.2 The annual general meeting shall be held for the following purposes:
- 32.2.1 to receive from the Directors the Company's accounts;
 - 32.2.2 to receive from the Directors a report of the activities of the Company since the previous annual general meeting;
 - 32.2.3 to appoint the Company's auditors;
 - 32.2.4 to announce the election (as appropriate) of officers, and the elected Directors to be appointed in accordance with these Articles;
 - 32.2.5 receive any expressions of interest from Members wishing to participate on committees as may be established by the Directors; and
 - 32.2.6 to transact such other business as may be brought before it (including without limitation the appointment of Honorary Members (in recognition of outstanding contribution or long service to the Company)).
- 32.3 All general meetings, other than annual general meetings, shall be called general meetings.

33. LENGTH OF NOTICE

All general meetings must be called by either:

- 33.1 at least 14 Clear Days' notice; or
- 33.2 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 their right to appoint another person as their 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:
- 36.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
 - 36.2.2 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 and/or if persons attend in person or by Electronic Means.
- 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 Twenty five 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 1% 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 their 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 38.1 (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, they 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 DIRECTORS AND NON-MEMBERS

- 39.1 A Director may, even if not a Member, attend and speak at any general meeting.

39.2 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:

40.1.1 the meeting consents to an adjournment; or

40.1.2 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:

40.3.1 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

40.3.2 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:

40.4.1 to the same persons to whom notice of the Company's general meetings is required to be given; and

40.4.2 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.

PART 9: 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 unless a poll is duly demanded in accordance with the Articles.

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.

41.4 A person who is a Member of the Company and is under the age of 18 years at the time of any vote taken in accordance with these articles may instruct their parent or guardian to cast a vote on their behalf.

42. VOTES

42.1 On a vote on a resolution on a show of hands at a meeting every person present in person (whether a Member, proxy or Authorised Representative of a Member) and entitled to vote shall have a maximum of one vote.

- 42.2 On a vote on a resolution on a poll at a meeting every Member present in person or by proxy or Authorised Representative shall have one vote.
- 42.3 In the case of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting shall not be entitled to a casting vote in addition to any other vote they may have.
- 42.4 No Member shall be entitled to vote at any general meeting unless all monies presently payable by them or it to the Company have been Paid.
- 42.5 The following provisions apply to any organisation that is a Member (**Member Organisation**):
- 42.5.1 a Member Organisation may nominate any individual to act as its representative (**Authorised Representative**) at any meeting of the Company;
 - 42.5.2 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;
 - 42.5.3 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;
 - 42.5.4 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;
 - 42.5.5 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;
 - 42.5.6 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
 - 42.5.7 the power to appoint an Authorised Representative under this Article 42.5 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. POLL VOTES

- 43.1 A poll on a resolution may be demanded:
- 43.1.1 in advance of the general meeting where it is to be put to the vote; or
 - 43.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 43.2 A poll may be demanded by:
- 43.2.1 the chair of the meeting;
 - 43.2.2 the Directors;
 - 43.2.3 two or more persons having the right to vote on the resolution;

- 43.2.4 any person, who, by virtue of being appointed proxy for one or more Members having the right to vote at the meeting, holds two or more votes; or
 - 43.2.5 a person or persons representing not less than one tenth of the total voting rights of all the Members having the right to vote on the resolution.
- 43.3 A demand for a poll may be withdrawn if:
- 43.3.1 the poll has not yet been taken; and
 - 43.3.2 the chair of the meeting consents to the withdrawal.
- 43.4 Polls must be taken immediately and in such manner as the chair of the meeting directs.

44. ERRORS AND DISPUTES

- 44.1 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.
- 44.2 Any such objection must be referred to the chair of the meeting whose decision is final.

45. CONTENT OF PROXY NOTICES

- 45.1 Proxies may only validly be appointed by a notice in writing (**Proxy Notice**) which:
 - 45.1.1 states the name and address of the Member appointing the proxy;
 - 45.1.2 identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
 - 45.1.3 is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Directors may determine; and
 - 45.1.4 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.
- 45.2 The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.
- 45.3 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.
- 45.4 Unless a Proxy Notice indicates otherwise, it must be treated as:
 - 45.4.1 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
 - 45.4.2 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.

46. DELIVERY OF PROXY NOTICES

- 46.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) 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.

- 46.2 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.
- 46.3 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.

47. AMENDMENTS TO RESOLUTIONS

- 47.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- 47.1.1 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
 - 47.1.2 the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.
- 47.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
- 47.2.1 the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - 47.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 47.3 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.

PART 10: WRITTEN RESOLUTIONS

48. WRITTEN RESOLUTIONS

- 48.1 Subject to Article 48.3, a written resolution of the Company passed in accordance with this Article 50 shall have effect as if passed by the Company in general meeting:
- 48.1.1 A written resolution is passed as an ordinary resolution if it is passed by a simple majority of the total voting rights of eligible Members.
 - 48.1.2 A written resolution is passed as a special resolution if it is passed by Members representing not less than 75% of the total voting rights of eligible Members. A written resolution is not a special resolution unless it states that it was proposed as a special resolution.
- 48.2 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.
- 48.3 A Members' resolution under the Companies Acts removing a Director or an auditor before the expiration of their term of office may not be passed as a written resolution.
- 48.4 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.

- 48.5 A Member signifies their agreement to a proposed written resolution when the Company receives from them an authenticated Document identifying the resolution to which it relates and indicating their agreement to the resolution.
- 48.5.1 If the Document is sent to the Company in Hard Copy Form, it is authenticated if it bears the Member's signature.
- 48.5.2 If the Document is sent to the Company by Electronic Means, it is authenticated if it bears the Member's signature or if the identity of the Member is confirmed in a manner agreed by the Directors or if it is accompanied by a statement of the identity of the Member and the Company has no reason to doubt the truth of that statement or if it is from an email Address notified by the Member to the Company for the purposes of receiving Documents or information by Electronic Means.
- 48.6 A written resolution is passed when the required majority of eligible Members have signified their agreement to it.
- 48.7 A proposed written resolution lapses if it is not passed within 28 days beginning with the circulation date.

PART 11: ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

49. MEANS OF COMMUNICATION TO BE USED

- 49.1 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.
- 49.2 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.
- 49.3 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.

50. IRREGULARITIES

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not referred to in the notice unless a provision of the Companies Acts specifies that such informality, irregularity or want of qualification shall invalidate it.

51. MINUTES

- 51.1 The Directors must cause minutes to be made in books kept for the purpose:
- 51.1.1 of all appointments of officers made by the Directors;
- 51.1.2 of all resolutions of the Company and of the Directors; and
- 51.1.3 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.

- 51.2 The minutes must be kept for at least ten years from the date of the meeting, resolution or decision.
- 51.3 Any such minutes shall be circulated to all the Directors.

52. 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:

- 52.1 annual reports;
- 52.2 annual returns; and
- 52.3 annual statements of account.

53. INDEMNITY

- 53.1 Subject to Article 53.2, a relevant Director of the Company or an associated company may be indemnified out of the Company's assets against:

- 53.1.1 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;
- 53.1.2 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
- 53.1.3 any other liability incurred by that Director as an officer of the Company or an associated company.

- 53.2 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.

- 53.3 In this Article:

- 53.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- 53.3.2 a "relevant Director" means any Director or former Director of the Company or an associated company.

54. INSURANCE

- 54.1 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.

- 54.2 In this Article:

- 54.2.1 a "relevant Director" means any Director or former Director of the Company or an associated company;
- 54.2.2 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

54.2.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

55. RULES

Subject to Article 25, the Members in general meeting may from time to time make, vary and revoke rules provided that nothing in those rules shall prejudice the Company's status as a CASC under the Corporation Tax Act 2010 and provided that the said rules shall be consistent with these Articles and the Companies Acts.

56. 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	the Company's articles of association, which include by reason of section 28 Companies Act 2006 any provisions in the Memorandum of a kind which after commencement of Part 3 of that Act are to be treated as provisions of the Company's articles of association.
Authorised Representative	any individual nominated by a Member Organisation to act as its representative at any meeting of the Company in accordance with Article 44.
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 10.
Charity	A charity as recognised by His Majesty's Revenue and Customs under UK law.
Circulation Date	in relation to a written resolution, has the meaning given to it in the Companies Acts.
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.
community	is to be construed in accordance with accordance with Section 35(5) of the Company's (Audit) Investigations and Community Enterprise) Act 2004.
Companies Acts	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Company.
Company	The Foundry Mountaineering Club C.I.C.
Conflict of Interest	any direct or indirect interest of a Director (whether personal, by virtue of a duty of loyalty to another organisation or otherwise) that conflicts, or might conflict with the interests of the Company.
Director	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.

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| Governing Body | the national governing body of the sport of mountaineering being The British Mountaineering Council (BMC). |
| Hard Copy Form | has the meaning given to it in the Companies Act 2006. |
| Member | has the meaning given to it in the Companies Act 2006. |
| Memorandum | the Company's memorandum of association. |
| Paid | paid or credited as paid. |
| Proxy Notice | Regulations 2006 or Regulation 4 of the Community (Restriction on Use of Assets) Regulations (Northern Ireland) 2006. |
| Secretary | the secretary of the Company (if any). |
| Sport | Climbing and Mountaineering. |
| The Regulator | the Regulator of Community Interest Companies. |
| Writing | the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise. |
2. Subject to 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.