

THE COMPANIES ACT 2006

COMPANY LIMITED

BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

AND

MEMORANDUM OF ASSOCIATION

OF

9CARROTS

Incorporated in England and Wales

THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE

Memorandum of Association of 9carrots

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

Name of each subscriber

Authentication by each subscriber

Annesley Newholm

.....
.....

Terry Newholm

.....
.....

Dated:.....

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Continuation sheet

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The Companies Act 2006
Company Limited by Guarantee
Articles of Association
Of 9carrots

1. Name

The name of the Company is **9carrots**

2. Registered office

The registered office of the Company is to be in England & Wales.

3. Interpretation

Words and expressions defined in these Articles have the same meanings in the Memorandum:

“ <u>address</u> ”	means a postal address or, for the purposes of electronic communication, a fax number, an e-mail or postal address or a telephone number for receiving text messages in each case registered with the Company;
“ <u>the articles</u> ”	means the Company’s Articles of Association;
“ <u>AGM</u> ”	means an annual general meeting of the Company;
“ <u>authorised representative</u> ”	means an individual who is authorised by a member organisation to act on its behalf at meetings of the Company and whose name is given to the Secretary;
“ <u>the Chair</u> ”	means the chair of the Directors meetings;
“ <u>clear days</u> ”	means the number of days of a notice period, not including the day the notice was given, nor the day the notice is to come into effect;
“ <u>the commission</u> ”	means the Charity Commissioners for England and Wales;

“ <u>Companies Acts</u> ”	means the Companies Acts (as defined in section 2 of the Companies Act 2006) insofar as they apply to the Company;
“ <u>the Company</u> ”	means the company governed by these articles;
“ <u>the Directors</u> ”	means the directors of the Company;
“ <u>dissolution</u> ”	means ending the legal existence of the Company in accordance with the Insolvency Act 1986 or the Companies Act 2006;
“ <u>electronic form</u> ”	has the meaning given in section 1168 of the Companies Act 2006;
“ <u>financial expert</u> ”	means an individual, company or firm who is an authorised person or an exempted person within the meaning of the Financial Services and Markets Act 2000;
“ <u>honorary members</u> ”	are members or Directors with special functions;
“ <u>liability</u> ”	means legal responsibility;
“ <u>material benefit</u> ”	means a benefit which may not be financial but has a monetary value;
“ <u>member</u> ” and “ <u>membership</u> ”	refer to membership of the Company;
“ <u>the memorandum</u> ”	means the Company’s Memorandum of Association;
“ <u>notice</u> ”	means notice from a Director, generally in writing, to other Directors/members of meetings or decisions;
“ <u>the objects</u> ”	means the objects of the Company as defined in clause 6 of the Articles;

“ <u>officers</u> ”	includes the Directors and secretary (if any);
“ <u>quorum</u> ”	means the number of people needed to be present for a meeting to be valid;
“ <u>resolution</u> ”	means a decision of the board of directors or members (as relevant);
“ <u>secretary</u> ”	means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary; and
“ <u>taxable trading</u> ”	means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the objects.

Words importing one gender shall include all genders, and the singular includes the plural and vice versa.

Unless the context otherwise requires words or expressions contained in the articles have the same meaning as in the Companies Acts but excluding any statutory modification not in force when this constitution becomes binding on the Company.

Apart from the exception mentioned in the previous paragraph a reference to an Act of Parliament includes any statutory modification or re-enactment of it for the time being in force.

4. Limited liability

The liability of members is limited by guarantee.

5. Guarantee

Every member promises, if the Company is dissolved while he or she remains a member, or within 12 months after he or she or it ceases to be a member, to pay up to £1 as may be demanded from the relevant member towards the costs of dissolution and the liabilities incurred by the Company while he or she was a member.

6. Objects

The Company’s objects (“Objects”) are to:

- 6.1 connect business to community in the fight against climate change;
- 6.2 improve the energy efficiency of businesses;

- 6.3 promote positive, fun, community-led action on climate change;
- 6.4 involve the mainstream public in positive thinking about the environment;
and
- 6.5 any other activities that help solve climate change or promote climate change issues in a positive and fun way.

7. Powers

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

- 7.1 to raise funds;
- 7.2 to enter into contracts to provide services to or on behalf of other bodies;
- 7.3 to make grants or loans of money and to give guarantees;
- 7.4 to buy, lease or acquire any property and to and maintain and equip it;
- 7.5 to lease, sell or dispose of all or any part of the property belonging to the Company;
- 7.6 to operate and run a bank account;
- 7.7 to borrow money and use property belonging to the Company as security for repayment of borrowed money;
- 7.8 to co-operate with other bodies and exchange information and advice with them;
- 7.9 to establish and support any charitable trusts, associations or institutes in furtherance of the Objects;
- 7.10 to acquire, merge or enter onto any partnership or joint venture with another body formed for any of the objects;
- 7.11 to set aside funds for special purposes or as reserves against future expenditure;
- 7.12 subject to clause 8, to employ paid or unpaid agents, staff or advisers;
- 7.13 to deposit or invest funds in any manner (but to invest only after obtaining advice from a financial expert and having regard to the suitability of investments and the need for diversification);

- 7.14 to delegate the management of investments to a financial expert, but only on terms that the investment policy is set down in writing for the financial expert by the Directors and the financial expert must not do anything outside the powers of the Directors;
- 7.15 to arrange for investments or other property of the Company to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Directors or of a financial expert acting under their instructions and to pay any reasonable fee required;
- 7.16 to insure the property of the Company against any foreseeable risk and take out other insurance policies to protect the Company when required;
- 7.17 to insure the Directors or any other officers against the cost of a successful defence to a criminal prosecution brought against them as Company Directors or against personal liability incurred in respect of any act or omission, unless the Director concerned knew that, or was reckless whether, the act or omission was a breach of duty;
- This insurance does not cover fines, costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty of wilful or reckless misconduct of the Director or other officer, or liabilities to the Company that result from the conduct that the Director or other officer knew or should have known was not in the best interests of the Company.
- 7.18 to pay the costs of forming the Company;
- 7.19 to establish subsidiary companies to assist or act as agents for the Company; and
- 7.20 to do anything else within the law which promotes or helps to promote the objects.

8. Benefits to members and Directors

- 8.1 The property and profits (including income and other funds) of the Company must be applied solely towards the promotion of the Objects and do not belong to the members of the Company but:
- α) members who are not Directors may be employed by or enter into contracts with the Company and receive reasonable payment for goods or services supplied;
 - β) members (including Directors) may be paid interest at a reasonable rate on money lent to the Company (not exceeding 2% per annum below the base rate of a clearing bank to be selected by the Directors);

- χ) members (including Directors) may be paid a reasonable rent or hiring fee for property let or hired to the Company; and
 - δ) individual members (who are not Directors) but who are beneficiaries may receive charitable benefits in that capacity.
- 8.2 A Director must not receive any payment of money or other material benefit (whether direct or indirect) from the Company except:
 - α) as mentioned in clauses 7.17, 8.1(b), 8.1(c) or 8.3;
 - β) reimbursement of reasonable out-of-pocket expenses (including hotel or travel costs) actually incurred in running the Company;
 - χ) an indemnity in respect of any liabilities properly incurred in running the Company (including the costs of a successful defence to criminal proceedings), as per clause 7.17; and
 - δ) in exceptional cases, other payments or benefits.
- 8.3 Any Director (or any firm or company of which a Director is a member) may enter into a contract with the Company to supply goods or services in return for a payment or other material benefit but only if:
 - α) the goods or services are actually required by the Company;
 - β) the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in clause 8.4;
 - χ) the other Directors are satisfied that it is in the interests of the Company to contract with that Director rather than someone who is not a Director; and
 - δ) the payment(s) to any single Director do not exceed £30,000 at 2009 monetary value in any given year.
- 8.4 Whenever a Director has a personal interest in a matter to be discussed at a meeting of the Directors or a committee the Director concerned must:
 - α) declare an interest at or before discussion begins on the matter;
 - β) withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
 - χ) not be counted in the quorum for that part of the meeting; and
 - δ) withdraw during the vote and have no vote on the matter.

9. Membership

- 9.1 The subscribers to the memorandum are the first members of the Company.
- 9.2 Membership of the Company is open to any individual or organisation interested in promoting the Objects of the Company and who:
- α) apply to the Company in the form required by the Directors;
 - β) is approved by the Directors; and
 - χ) signs a register of members or consents in writing to become a member either personally or, in the case of a member organisation, through an authorised representative.
- 9.3 The Directors may only refuse an application for membership if, acting reasonably and properly, they consider it to be in the best interests of the Company to refuse the application:
- α) the Directors must inform the applicant in writing of the reasons for the refusal within 21 days of the decision; and
 - β) the Directors must consider any written representation the applicant may make about the decision. The Directors decision following any written representation must be notified to the applicant in writing but shall be final.
- 9.4 Any member organisation must give written notice to the Company of the name of its nominated representative.
- 9.5 The Directors must maintain a register of names and addresses of the members which should be available to members of the Company and the public on request.
- 9.6 Membership of the Company is not transferable to anyone else.
- 9.7 The Directors may establish different classes of membership and prescribe their respective privileges and duties and set the amounts of any subscriptions.

10. Termination of membership

- 10.1 Membership is terminated if the member concerned:
- α) gives written notice of resignation to the Company (providing there would not be less than 2 members after resignation);
 - β) dies, or in the case of an organisation, ceases to exist;

- χ) is six months in arrears in paying the relevant subscription, if any (but in such a case the member may be reinstated on payment of the amount due); and
- δ) is removed from membership by resolution of the Directors on the ground that in their reasonable opinion the member's continued membership is harmful to the Company (but only after giving the member 21 days written notice of the Directors decision and considering any representation the member wishes to make).

11. General Meetings

11.1 The Company must hold an AGM in every year which all members are entitled to attend. The first AGM must be held within 18 months after the Company's incorporation.

11.2 At an AGM the members:

- α) receive the accounts of the Company for the previous financial year;
- β) receive the Directors report on the Company's activities since the previous AGM;
- χ) accept the retirement of those Directors who wish to retire or who are retiring by rotation;
- δ) elect persons to be Directors to fill vacancies arising;
- ε) appoint auditors for the Company;
- φ) may confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the Company; and
- γ) discuss and determine any issues of policy or deal with any other business put before them.

11.3 The Directors may call a general meeting at anytime.

12. Notice of general meetings

12.1 The minimum periods of notice required to hold a general meeting of the Company are:

- α) twenty-one clear days for an annual general meeting or a general meeting called for the passing of a special resolution; and

β) fourteen clear days for all other general meetings.

12.2 A general meeting may be called by shorter notice if it is so agreed by a majority in number of members having a right to attend and vote at the meeting, being a majority who together hold not less than 90 percent of the total voting rights.

12.3 The proceedings at a meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Company.

12.4 All members are entitled to attend general meetings either personally or in the case of a member organisation by an authorised representative.

13. Proceedings at general meetings

13.1 No business shall be transacted at any general meeting unless a quorum is present. A quorum is at least 2 members (in person or by proxy) entitled to vote upon the business to be conducted at the meeting or one tenth of the total membership at the time (whichever is the greater).

13.2 If a quorum is not present at the start of a meeting or if during a meeting a quorum ceases to be present the meeting shall be adjourned. The Directors must reconvene the meeting and must give at least 7 clear days notice. If no quorum is present at the reconvened meeting the members present (in person or by proxy) shall constitute quorum for that meeting.

13.3 General meetings shall be chaired by the person who has been appointed to chair meetings of the Directors. If the appointed chair is not present at a meeting the members present (in person or by proxy) must nominate a chair for the meeting before any business is discussed.

13.4 Except where otherwise provided by the Act, every issue is decided by a majority of votes. Each member present (in person or by proxy), whether an individual or an organisation, shall have one vote. If there is an equality of votes the person who is chairing the meeting shall have a second casting vote.

13.5 A written resolution signed by all those entitled to vote at a general meeting is as valid as a resolution actually passed at a general meeting.

14. Directors

14.1 The Directors shall manage the business of the Company and may exercise all the powers of the Company unless they are subject to any restrictions imposed by the Act, the memorandum, these articles or any special resolution.

14.2 No one may be appointed as a Director if they would be disqualified from acting under the provisions of clause 16 or if they are less than 16 years of age.

14.3 The Directors shall consist of not fewer than 2 and not more than 15 individuals, all of whom must be members of the Company.

15. Appointment & retirement

15.1 The first Directors shall be the subscribers to the Memorandum & Articles of Association and are notified to Companies House as the first Directors of the Company.

15.2 At the first AGM all Directors must retire from office (unless by the close of the meeting the members have failed to elect sufficient Directors to hold a quorate meeting of the Directors). At each subsequent AGM one-third of the Directors must retire from office, with those longest in office retiring first and the choice between any of equal service being made by drawing lots. All retiring Directors may put themselves up for re-election.

15.3 Subject to Article 14.2 and Article 16, the following shall be eligible to be Directors of the Company:

- α) up to ten persons elected by the members of the Company at the Annual General Meeting; and
- β) up to four persons may be co-opted by the management committee, but a co-opted Director only holds office only until the next AGM.

15.4 Every Director must sign a declaration of willingness to act as a Company Director of the Company before he or she is eligible to vote at any meeting of the Directors.

15.5 A technical defect in the appointment of a Director of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

15.6 A Director may not appoint an alternate Director or anyone to act on their behalf at meetings of the Directors.

16. Disqualification and removal of Directors

16.1 A Director shall cease to hold office if they:

- α) cease to be a Director by virtue of any provision in the Act or is prohibited by law from being a director;
- β) is incapable, whether mentally or physically, of managing and administering their own affairs;

- χ) is absent without permission from 3 consecutive meetings of the Directors and the Directors resolve that their office should be vacated;
- δ) cease to be a member (but such a person may be reinstated by resolution passed by all the other Directors on resuming membership of the Company before the next AGM);
- ε) resign by written notice to the Directors (but only if at least two Directors will remain in office when the notice of resignation is to take effect);
- φ) is removed by resolution passed by a majority the members present (in person or by proxy) and voting at an annual or extraordinary general meeting, provided that notice was given in accordance with the Act, and any appeal by the Director in person or writing at the general meeting was considered; and
- γ) in the case of a member nominated by an organisation, if he or she ceases to be the organisation's authorised representative, or the organisation ceases to exist.

17. Proceedings of Directors

- 17.1 The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, subject to the provisions in these Articles.
- 17.2 A meeting of the Directors may be held either in person or by suitable electronic means, or by telephone, agreed by the Directors in which all participants may communicate with all the other participants.
- 17.3 No business shall be transacted at any meeting of the Directors unless a quorum is present. A quorum is at least 2 or one third of the total number of Directors (whichever is the greatest).
- 17.4 Meetings shall be chaired by the person who has been appointed to chair or if they are not present the Directors must nominate a chair for the meeting.
- 17.5 Every issue is decided by a majority of the votes cast but a written resolution signed by all Directors is as valid as a resolution passed at a meeting. Each Director present shall have one vote. If there is an equality of votes the person who is chairing the meeting shall have a second casting vote.
- 17.6 A procedural defect of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

18. Powers of Directors

The Directors have the following powers in the administration of the Company:

- 18.1 to appoint (and remove) any member (who may be a Director) to act as Secretary to the Company in accordance with the Act;
- 18.2 to appoint a Chair, Treasurer and other honorary officers from among their number;
- 18.3 to delegate any of their functions to committees consisting of two or more individuals appointed by them (but at least one member of every committee must be a Director and all proceedings of committees must be reported promptly to the Directors);
- 18.4 to make standing orders consistent with the Memorandum, these Articles and the Act to govern proceedings at general meetings;
- 18.5 to make rules consistent with the Memorandum, these Articles and the Act to govern proceedings at their meetings and at meetings of committees;
- 18.6 to make regulations consistent with the Memorandum, these Articles and the Act to govern the administration of the Company and the use of its seal (if any);
- 18.7 to establish procedures to assist the resolution of disputes within the Company; and
- 18.8 to exercise any powers of the Company which are not reserved to a general meeting.

19. Records and accounts

- 19.1 The Directors must keep financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:
 - α) annual reports;
 - β) annual returns; and
 - χ) annual statements of account.
- 19.2 The Directors must keep records and minutes of all:
 - α) appointments of officers made by the Directors;

- β) proceedings at meetings of the Company;
- χ) meetings of the Directors and committees of Directors including names of the Directors present at the meeting, the decisions made at the meeting and where appropriate the reasons for the decisions; and
- δ) all professional advice obtained.

19.3 Accounting records relating to the Company must be made available for inspection by any Director at any reasonable time during normal office hours and may be made available for inspection by members who are not Directors if the Directors so decide.

19.4 A copy of the Company's latest available statement of account must be supplied on request to any Director or member, or to any other person who makes a written request and pays the Company's reasonable costs, within two months.

20. Notices

20.1 Notices under these Articles may be sent by hand, or by post or suitable electronic means or (where applicable to members generally) may be published in any suitable journal or newspaper or any newsletter distributed by the Company.

20.2 The only address at which a member is entitled to receive notices is the address shown in the register of members.

20.3 Any notice given in accordance with these Articles is to be treated for all as having been received:

- α) 24 hours after being sent by electronic means or delivered by hand to the relevant address;
- β) two clear days after being sent by first class post to that address;
- χ) three clear days after being sent by second class or over seas post to that address;
- δ) on the date of publication of a newspaper containing the notice; and
- ε) on being handed to the member (or, in the case of a member organisation, its authorised representative) personally or, if earlier, as soon as the member acknowledges actual receipt.

20.4 A technical defect in the giving of notice of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

21. Dissolution

21.1 If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, it shall be given or transferred to some other charitable institution(s) which have similar charitable objects to the objects of the Company. In no circumstances shall the net assets of the Company be paid to or distributed among the members of the Company.

21.2 The charitable institution(s) is to be determined by the members of the Company at or before the time of the dissolution. If no resolution is passed by the members or the Directors the net assets of the Company shall be transferred to Greenpeace Environmental Trust (Charity Registration Number: 284934).