



The Companies Act 2006

SIN Cru

A Company Limited by Guarantee

ARTICLES OF ASSOCIATION

CHARLIE CATTELL
SOCIAL ECONOMY CONSULTANCY
01274 900728
charlie@charliecattell.co.uk
www.charliecattell.net

ARRANGEMENT OF THE ARTICLES

1. General.....	1
PART 1 : OBJECTS & ASSET LOCK.....	1
2. Objects.....	1
3. Powers.....	1
4. Asset lock: application of income and property.....	1
5. Asset lock: dissolution	1
PART 2 : LIMITATION OF LIABILITY.....	2
6. Limit of members' liability	2
PART 3 : MEMBERS & AFFILIATES	2
7. Members of the Company	2
8. Cessation of membership	2
9. Affiliates	2
PART 4 : DIRECTORS	2
10. Appointment of Directors.....	2
11. People who may not serve as Directors	2
12. Retirement and removal of Directors	2
13. Directors' general authority	3
14. Directors' authority to delegate functions	3
15. Directors to take decisions collectively	3
16. Unanimous decisions.....	3
17. Calling a Directors' meeting	3
18. Participation in Directors' meetings	3
19. Conflicts of interest.....	3
20. Quorum for Directors' meetings	4
21. Appointment of a Chair	4
22. Voting at Directors' meetings.....	4
PART 5 : MEMBERS' DECISION-MAKING	4
23. Decision by written resolution	4
24. General Meetings.....	5
PART 6 : ADMINISTRATIVE ARRANGEMENTS	5
25. Minutes to be kept	5
26. Accounts, reports and returns.....	5
27. Audit.....	5
28. Indemnity.....	5
29. Insurance	5
PART 7 : INTERPRETATIONS.....	6
30. Defined terms	6

Articles of Association of

SIN CRU

*A Company Limited by Guarantee
& not having a share capital*

1. General

- (a) Words and expressions used in these Articles shall have the meanings attributed to them in Part 7. References to "the Company" mean the company **SIN Cru**.
- (b) The relevant model articles for a company limited by guarantee are expressly excluded by these Articles.

PART 1

OBJECTS & ASSET LOCK

2. Objects

The objects of the Company are to promote access to arts activity drawn from the culture of Hip Hop, and to complementary practices for a holistic and creative approach to life, for children and their families, the community, young people, and emerging and professional artists.

3. Powers

The Company has the power to do anything which is incidental or conducive to the furtherance of its objects, including—

- (a) to seek and apply for funds, and to receive donations, endowments, sponsorship fees, subscriptions and legacies from persons who wish to promote the Company's objects, and to hold funds in trust for same;
- (b) to borrow or raise or secure the payment of any money for the purposes of or in connection with the Company's objects and to mortgage or charge any part of the Company's property as security for borrowed money.

4. Asset lock: application of income and property

The income and property of the Company shall be applied in promoting its objects and no part of it shall be transferred, directly or indirectly, by way of dividend, bonus, or otherwise by way of profit to any member or Director of the Company, provided that nothing shall prevent any payment in good faith by the Company—

- (a) as repayment of reasonable out-of-pocket expenses incurred by any Director whilst acting on behalf of the Company;
- (b) of interest on money lent by any Director of the Company at a rate per annum not exceeding 2 per cent above the base lending rate of the Company's bankers for the time being;
- (c) of reasonable and proper rent for premises demised or let by any Director of the Company;
- (d) of reasonable and proper remuneration to a Director of the Company, whether on a contract of employment or otherwise, for services provided to the Company, to the extent permitted by these Articles.

5. Asset lock: dissolution

If the Company is dissolved, any assets remaining after the satisfaction of its debts and liabilities shall not be distributed amongst the members but must be applied in one or both of the following ways, as may be decided by the members at or before the time of dissolution—

- (a) by transfer to one or more non-profit-distributing organisations with objects similar to or compatible with those of the Company;
- (b) as a donation for charitable purposes.

PART 2
LIMITATION OF LIABILITY

6. Limit of members' liability

- (a) The liability of the members is limited.
- (b) Every member guarantees, if the Company is dissolved while she or he is a member or within one year afterwards, to pay up to one pound sterling (£1) towards the costs of dissolution and the liabilities incurred by the Company while the guarantor was a member.

PART 3
MEMBERS & AFFILIATES

7. Members of the Company

Everyone who is appointed as a Director of the Company shall be admitted as a member; and only persons appointed as Directors shall be members of the Company.

8. Cessation of membership

- (a) A member shall cease to be a member immediately that she or he ceases to be a Director of the Company for any reason.
- (b) The rights and privileges of a member cannot be transferred to anyone else.

9. Affiliates

People who are supportive of the Company's activities may be admitted as Affiliates. The Directors shall confer such roles and privileges on Affiliates as they think fit. Affiliates may be invited to attend and speak at meetings of the Company, but shall not hold voting rights or be counted for the purpose of calculating a quorum or be treated as members for any other purpose of the Articles or of statute.

PART 4
DIRECTORS

APPOINTMENT & REMOVAL OF DIRECTORS

10. Appointment of Directors

The Directors may appoint a new Director whenever they wish, applying such criteria as they may think fit.

11. People who may not serve as Directors

Under no circumstances shall any of the following serve as Directors—

- (a) a person aged under 16 years;
- (b) a person who is an undischarged bankrupt, or has made any arrangement with her or his creditors generally, or is otherwise disqualified by law from serving as a company director.

12. Retirement and removal of Directors

The office of a Director shall be vacated if she or he—

- (a) resigns in writing to the Company; or
- (b) is removed from office by a majority vote of the Directors for conduct considered prejudicial to the Company; or
- (c) becomes bankrupt, or makes any composition with her or his creditors, or is otherwise disqualified by law from serving as a director of a company.

DIRECTORS' POWERS & DUTIES

13. 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.

14. Directors' authority to delegate functions

- (a) Subject to the Articles, the Directors may delegate any of their functions to any person or committee they think fit.
- (b) Any delegation under paragraph (a) may authorise further delegation of the Directors' functions by any person or committee to whom they are delegated.
- (c) The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

DECISION-MAKING BY DIRECTORS

15. Directors to take decisions collectively

The general rule about decision-making by Directors is that any decision of the Directors must be either (a) a majority decision taken at a meeting or (b) a unanimous decision taken in accordance with Article 16.

16. Unanimous decisions

A decision of the Directors may be taken without a meeting or discussion if all the Directors indicate to each other, by any means, that they share a common view on a matter.

17. Calling a Directors' meeting

- (a) A meeting of the Directors shall be summoned at the request of a Director by giving reasonable notice of the meeting to the Directors.
- (b) Notice of any Directors' meeting must indicate—
 - i. its proposed date and time;
 - ii. where it is to take place; and
 - iii. 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.
- (c) Notice of a Directors' meeting must be given to each Director, but need not be in writing.

18. Participation in Directors' meetings

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

19. Conflicts of interest

- (a) Directors must avoid situations in which they have, or could have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company. This applies in particular to the exploitation of any property, information or opportunity (and it is immaterial whether the Company could take advantage of the property, information or opportunity).

- (b) Where a Director is in any way, directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company, she or he must declare the nature and extent of the interest to the other Directors in writing or at a Directors' meeting.
- (c) Where a Director is interested in a transaction or arrangement with the Company, the other Directors may require her or him to be absent from any part of a meeting where the matter is being discussed or voted on.

20. Quorum for Directors' meetings

- (a) At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- (b) Unless the Directors agree otherwise, the quorum for Directors' meetings shall be one half of the Directors.

21. Appointment of a Chair

- (a) 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 her or him from office.
- (b) The person appointed to the post of Chair shall preside at all meetings of the Directors but, if there is no Chair, or she or he is not present at a meeting, the Directors present shall appoint one of their number to chair the meeting.

22. Voting at Directors' meetings

All questions shall be decided by a majority of votes of the Directors participating in the meeting. In the case of an equality of votes the person chairing the meeting shall not have a second or casting vote and the resolution shall be lost.

**PART 5
MEMBERS' DECISION-MAKING**

WRITTEN RESOLUTIONS

23. Decision by written resolution

- (a) Any decision that may be made at a General Meeting of the Company may be made by written resolution.
- (b) A proposed written resolution shall be circulated to members and to the auditor (if any) in the same manner as notices for General Meetings. Members signify their approval of the resolution if they wish to vote for it, and need take no action if they wish to vote against.
- (c) The majorities required to pass a written resolution are as follow—
 - i. for an ordinary resolution, approval is required from a simple majority of the members eligible to vote;
 - ii. for a special resolution, approval is required from not less than 75% of the members eligible to vote.
- (d) The document indicating a member's approval of a written resolution may be sent to the Company as hard copy or in electronic form. A member's agreement to a written resolution, once signified, may not be revoked.
- (e) A written resolution lapses if the necessary number of approvals has not been received 28 days after the first day on which copies of the resolution were circulated to members.
- (f) A written resolution is passed as soon as the required majority of eligible members have signified their agreement to it.

GENERAL MEETINGS

24. General Meetings

- (a) The Directors may whenever they think fit convene a General Meeting.
- (b) At least 14 days' notice in writing shall be given to each member (and to the auditor, if any), though a General Meeting may be held with shorter notice if all the members agree.
- (c) General meetings must be held in accordance with the provisions regarding such meetings in the Act.
- (d) No business shall be transacted at a General Meeting unless a quorum is present. Until otherwise decided by the Company, two members shall be a quorum unless the Company only has one member.

PART 6 ADMINISTRATIVE ARRANGEMENTS

MINUTES

25. Minutes to be kept

- (a) The Directors must keep minutes of all—
 - i. appointments of officers made by the Directors;
 - ii. proceedings at meetings of the Company;
 - iii. written resolutions passed by the Company;
 - iv. meetings of the Directors and committees of Directors including:
 - the names of the Directors present at the meeting;
 - the decisions made at the meetings; and
 - where appropriate, the reasons for the decisions.
- (b) Minutes of meetings shall be kept for a minimum of 10 years.

ACCOUNTS & AUDIT

26. Accounts, reports and returns

The Directors shall comply with the requirements of the Act and any other applicable law as to keeping financial records and preparing annual reports and accounts and returns and sending them to the Registrar of Companies.

27. Audit

In accordance with the law for the time being in force the Company may choose to take advantage of the small company audit exemptions if it is eligible to do so. The Company's income and expenditure account and balance sheet shall be subject to professional audit if—

- (a) the Company's income exceeds the statutory threshold, or
- (b) an audit is demanded by 10% of the membership.

DIRECTORS' INDEMNITY & INSURANCE

28. Indemnity

The Company may indemnify any Director, auditor, or other officer of the Company against any liability incurred by her or him in that capacity to the extent permitted by sections 232 to 234 of the Act.

29. Insurance

- (a) 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.

(b) In this Article—

- i. a “relevant Director” means any Director or former Director of the Company or an associated company,
- ii. 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
- iii. companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

PART 7 INTERPRETATIONS

30. Defined terms

In the Articles, unless the context requires otherwise—

“Articles” means the Company’s Articles of association;

“the Act” means the Companies Act 2006;

“the Company” means the company which is governed by these Articles;

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

“document” includes, unless otherwise specified, any document sent or supplied in electronic form;

“electronic form” has the meaning given in section 1168 of the Companies Act 2006;

“member” has the meaning given in section 112 of the Companies Act 2006;

“ordinary resolution” has the meaning given in section 282 of the Companies Act 2006;

“participate”, in relation to a Directors’ meeting, has the meaning given in Article 18;

“special resolution” has the meaning given in section 283 of the Companies Act 2006;

“subsidiary” has the meaning given in section 1159 of the Companies Act 2006; 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.

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 these Articles become binding on the Company.