



Company Number 11126956

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

Memorandum and  
Articles of Association

of

**Chimera Community Climbing CIC**

Community Interest Company



Incorporated on 28th day of December 2017

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COMPANY NOT HAVING A SHARE CAPITAL  
The Companies Act 2006  
Community Interest Company Limited by Guarantee  
Memorandum of Association  
of  
Chimera Community Climbing CIC

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
Christopher Searle	
Andre Hedger	

Dated 07/12/17

The Companies Act 2006

Community Interest Company Limited by Guarantee

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**Articles of Association**  
**of**  
**Chimera Community Climbing CIC**

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

## **The Companies Act 2006**

### **Community Interest Company Limited by Guarantee**

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# **The Companies Act 2006**

## **Articles of Association**

**of**

### **Chimera Community Climbing CIC**

#### **INTERPRETATION**

##### **1. Defined Terms**

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

#### **COMMUNITY AND INTEREST COMPANY AND ASSET LOCK**

##### **2. Community Interest Company**

2.1 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:

- (i) the transfer of assets to any specified asset-locked body, or (with the consent of the Regulator) to any other asset-locked body; and
- (ii) the transfer of assets made for the benefit of the community other than by way of a transfer of assets into an asset-locked body.

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

3.4 If:

- i. the Company is wound up under the Insolvency Act 1986; and
- ii. all its liabilities have been satisfied

any residual assets shall be given or transferred to the asset-locked body specified in Article 3.5 below.

3.5 For the purposes of this article, no Asset Locked Body is specified as a potential recipient of the Company's assets under paragraphs (3.2) and (3.4). If

required, action under this clause will be subject to consultation with the Regulator and in accordance with Article 58.

#### **4. Not for profit**

- 4.1 The Company is not established or conducted for private gain: any profits or assets are used principally for the benefit of the community.

### **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):

- 5.1 to acquire and undertake all properties and liabilities and to carry out the powers, obligations, duties and general objects of the present unincorporated association known as Chimera Community Climbing and to indemnify Chimera Community Climbing, 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 climbing and in respect of all liabilities, obligations and commitments (whether legally binding or not) of Chimera Community Climbing, and also in respect of the costs and expenses and outgoings from or attributable to the transfer of assets and undertaking;
- 5.2 principally to provide facilities for climbing and generally to promote, encourage and facilitate the playing of the Sport in the area of South East of England and amongst the community;
- 5.3 to provide and maintain the Club's premises and club-owned equipment for the use of its Club members (without discrimination);
- 5.4 to provide other ordinary benefits of an amateur sports club as set out in Schedule 18 of the Finance Act 2002 including without limitation provision of suitably qualified coaches, coaching courses, insurance, medical treatment and post-match refreshments;
- 5.5 to sell or supply food and/or drink and provide other activities as a social adjunct to the sporting purposes of the Club;
- 5.6 to obtain funding for the activities of the Club by collecting entrance fees, membership subscriptions, and match fees, by obtaining sponsorship and other available funding;
- 5.7 to promote climbing within the Club;
- 5.8 to affiliate to the Governing Body of the Sport;
- 5.9 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;

- 5.10 to acquire, establish, own, operate and turn to account in any way for the Club members' benefit the facilities of the Club together with buildings and easements, fixtures and fittings and accessories as shall be thought advisable;
- 5.11 to make rules, regulations, bye-laws and standing orders concerning the operation of the Club including without limitation regulations concerning disciplinary procedures that may be taken against the Club members;
- 5.12 to discipline the Club members where permitted by its Rules and to refer its Club members to be disciplined by the governing body where so required by the rules and regulations of the governing body;
- 5.13 to undertake and execute charitable trusts relating to the activities of the Club;
- 5.14 subject to the scrutiny of the CIC Regulator to make donations or offer support to climbing clubs which are charities or community amateur sports clubs; and
- 5.15 to do all such other things as shall be thought fit to further the interests of the Club or to be incidental or conducive to the attainment of all or any of the objects stated in this Article 5

## **6. Powers**

The Club shall have the powers to do all such lawful things as are consistent with the furtherance of its Objects ("the Powers").

The income and property of the Club 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 Club or third parties other than other registered community amateur sports clubs or charities, subject to the scrutiny of the CIC Regulator. No member of the Club shall be paid a salary, bonus fee or other remuneration for playing for the Club.

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

- 6.1 of remuneration to any director of the Club in accordance with Article 20.1;
- 6.2 to any director, committee or sub-committee member of reasonable and proper out-of-pocket expenses;
- 6.3 of interest on money lent by a member of the Club or its directors at a commercial rate of interest;
- 6.4 of reasonable and proper rent for premises demised or let by any member of the Club or by any director; or
- 6.5 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 Club; or
- 6.6 other payments as are permitted by these Articles.

## **7. Liability of members**



The liability of each member is limited to £10 being the amount that each member undertakes to contribute to the assets of the Club in the event of its being wound up while he is a member or within one year after he ceases to be a member, for any of the items set out in this Article.

The items for which the members undertake to contribute are:

- 7.1 payment of the Club's debts and liabilities contracted before he ceases to be a member;
- 7.2 payment of the costs, charges and expenses of winding up; and
- 7.3 adjustment of the rights of the contributories among themselves.

## **DIRECTORS**

### **DIRECTORS' POWERS AND RESPONSIBILITIES**

#### **8. Directors' general authority**

Subject to these Articles, any Rules made pursuant to them and the Companies Acts, the Board is responsible for the management of the Club's business, for which purpose it may exercise all the powers of the Club.

No Rule made by the Club in general meeting pursuant to Article 57 shall invalidate any prior act of the Board which would have been valid if such Rule had not been

#### **9. Members' reserve power**

- 9.1 The members may, by special resolution, direct the Directors to take, or refrain from taking, specific action.
- 9.2 No such special resolution invalidates anything which the Directors have done before the passing of the resolution.

#### **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 him or her 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:
  - i. to such person or committee;
  - ii. by such means (including by power of attorney);
  - iii. to such an extent;
  - iv. in relation to such matters or territories; and

v. 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 Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors.

12.2 The Directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.

## **DECISION-MAKING BY DIRECTORS**

### **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:

- i. all the Directors agree; or
- ii. 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:

- i. the place, day and time of the meeting; and
- ii. 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:
- 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.
- 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:
- i. to appoint further Directors; or
  - ii. to call a general meeting so as to enable the Club members to appoint further Directors.
  - iii. to admit members to the Club.

## **17. Chairing of Directors' meetings**

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

## **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**

- 19.1 The Directors may take a unanimous decision without a Directors' meeting by indicating to each other by any means, including without limitation by Electronic Means, that they share a common view on a matter. Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by each Director or to which each Director has otherwise indicated agreement in Writing.
- 19.2 A decision which is made in accordance with Article 19.1 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:
- i. approval from each Director must be received by one person being either such person as all the Directors have nominated in advance for that purpose or such other person as volunteers if necessary ("the Recipient"), which person may, for the avoidance of doubt, be one of the Directors;
  - ii. following receipt of responses from all of the Directors, the Recipient must communicate to all of the Directors by any means whether the resolution has been formally approved by the Directors in accordance with this Article 19.2;
  - iii. the date of the decision shall be the date of the communication from the Recipient confirming formal approval;
  - iv. the Recipient must prepare a minute of the decision in accordance with Article 52.

## **20. Conflicts of interest**

- 20.1 Whenever a Director finds himself or herself in a situation that is reasonably likely to give rise to a Conflict of Interest, he or she must declare his or her interest to the Directors unless, or except to the extent that, the other Directors are or ought reasonably to be aware of it already.
- 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, he or she must:
- i. remain only for such part of the meeting as in the view of the other Directors is necessary to inform the debate;
  - ii. not be counted in the quorum for that part of the meeting; and
  - iii. withdraw during the vote and have no vote on the matter.
- 20.4 When a Director has a Conflict of Interest which he or she has declared to the Directors, he or she shall not be in breach of his or her duties to the Company by withholding confidential information from the Company if to disclose it

would result in a breach of any other duty or obligation of confidence owed by him or her.

## **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:

- i. in relation to the decision to authorise a Conflict of Interest, the conflicted Director must comply with Article 20.3;
- ii. 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;
- iii. the decision to authorise a Conflict of Interest can impose such terms as the Trustees 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 he or she has been authorised to remain at the meeting by the other Directors, the Director may absent himself or herself from meetings of the Directors at which anything relating to that matter, or that office, employment or position, will or may be discussed.

21.3 A Director shall not be accountable to the Company for any benefit which he or she derives from any matter, or from any office, employment or position, which has been authorised by the Directors in accordance with Article 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 he or she has in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared.

## **23. Records of decisions to be kept**

The directors must ensure that the Club keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors and by the Club at general meeting.

Any such records, if purporting to be signed by the chairman of such meeting, or by the chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.

Any such records shall be circulated to all members of the Board.

## **24. Directors' discretion to make further rules**

Subject to those Rules to be made, varied or revoked by the Voting Members in general meeting in accordance with Article 59 below, the directors shall have the power to make, vary and revoke the Rules including, but not limited to, Rules:

- 24.1 setting out different categories of membership of the Club;
- 24.2 setting the criteria for admission to membership of the Club for the different categories of Club members;
- 24.3 creating regulations, standing orders and/or bye-laws for the better administration of the Club and to regulate the function, role and operation of committees to assist the board in the better administration of the Club;
- 24.4 setting or adopting such other regulations or policies, including for example child protection and equity policies, as the board thinks fit; and
- 24.5 in relation to licensable activities of the Club,

provided that nothing in those Rules shall prejudice the Club's status as a Community Amateur Sports Club under Schedule 18 Finance Act 2002 and provided that the said Rules shall be consistent with these Articles and the Companies Acts.

## **APPOINTMENT AND RETIREMENT OF DIRECTORS**

### **25. Methods of appointing directors**

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

### **26. Termination of Director's appointment**

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

- 26.1.1 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;
  - 26.1.2 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;
  - 26.1.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;
  - 26.1.4 paragraph omitted pursuant to The Mental Health (Discrimination) Act 2013;
  - 26.1.5 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);
  - 26.1.6 the Director fails to attend three consecutive meetings of the Directors and the Directors resolve that the Director be removed for this reason; or
  - 26.1.7 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.
- 26.2 One third of the Directors shall retire by rotation at the Annual General Meeting and shall be eligible for re-election.

## **27. Directors' remuneration**

- 27.1 Directors may undertake any services for the Company that the Directors decide.
- 27.2 Directors are entitled to such remuneration as the Directors determine:
  - 27.2.1 for their services to the Company as Directors; and
  - 27.2.2 for any other service which they undertake for the Company.
- 27.3 Subject to the Articles, a Director's remuneration may:
  - 27.3.1 take any form; and
  - 27.3.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.
- 27.4 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.
- 27.5 Unless the Directors decide otherwise, Directors are not accountable to the Company for any remuneration which they receive as Directors or other

officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

## **28. Directors' expenses**

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

- (i) meetings of Directors or committees of Directors;
- (ii) general meetings; or
- (iii) separate meetings of any class of members or of the holders of any debentures of the Company,

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

## **MEMBERS**

### **BECOMING AND CEASING TO BE A MEMBER**

## **29. Becoming a member**

29.1 The subscribers to the Memorandum are the first members of the Company.

29.2 Such other persons as are admitted to membership in accordance with the Articles shall be members of the Company.

29.3 No person shall be admitted a member of the Company unless he or she is approved by the Directors.

29.4 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.

## **30. Applications for membership**

30.1 The subscribers to the Memorandum of Association of the Club; the members of the unincorporated association known as Chimera Community Climbing as at the date of incorporation; and such other persons as are admitted to membership by the directors in accordance with these Articles, shall be the members of the Club.

No person shall become a member of the Club unless:

30.1.1 that person has completed an application for membership in a form approved by the directors, and

30.1.2 the directors have approved the application.

30.2 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 Club and no person shall be denied



membership of the Club 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 Board 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 Club until two days have passed since his application for membership was submitted, whether or not he is admitted as a member before those two days have lapsed.

The directors may from time to time fix the levels of entrance fees and annual subscriptions to be paid by the different categories of Club 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 Club.

### **31. Conditions of membership**

31.1 All Club members shall be subject to the Rules and shall respect the rules of the Sport as set from time to time by the governing body.

31.2 The Club members shall pay any entrance fees and annual subscription set by the directors under Article 22.6. Any Club member whose subscription fee is more than 3 months in arrears shall be deemed to have resigned his membership of the Club.

### **32. Termination of membership**

32.1 It shall be the duty of the directors, if at any time it shall be of the opinion that the interests of the Club so require, by notice in hard copy form sent by prepaid post to a Club member's address, to request that Club member to withdraw from membership of the Club within a time specified in such notice. If, on the expiry of the time specified in such notice, the Club member concerned has not withdrawn from membership by submitting notice in hard copy form of his resignation, or if at any time after receipt of the notice requesting him to withdraw from membership the Club member shall so request in hard copy form, the matter shall be submitted to a properly convened and constituted meeting of the directors or such sub-committee to which they have delegated their powers. The directors or sub-committee and the Club member whose expulsion 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 Club member concerned shall at the meeting be entitled to present a statement in his defence either verbally or in hard copy form, and he shall not be required to withdraw from membership unless a majority of the directors or sub-committee members present and voting shall, after receiving the statement in his defence, vote for his expulsion, or unless the Club member fails to attend the meeting without sufficient reason being given. If such a vote is carried, or if the Club member shall fail to attend the meeting without sufficient reason being given, he shall thereupon cease to be a Club member and his name shall be erased from the register of Club members.

32.2 The directors may exclude the Club member from the Club's premises until the meeting considering his expulsion has been held. For the avoidance of doubt, the Club

member shall be entitled to attend the Club's premises to attend that meeting (if it is held at them) for the purpose of making his representations.

32.3 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 Club members present and voting at such meeting.

32.4 A Club member may withdraw from membership of the Club by giving seven (7) clear days' notice to the Club in writing.

32.5 A membership terminates automatically when that person dies or ceases to exist or on the failure of the member to comply or to continue to comply with any condition of membership set out in these Articles or the Rules.

32.6 Membership is not transferable.

32.7 Any person ceasing to be a Club member forfeits all rights in relation to and claims upon the Club, its property and its funds and has no right to the return of any part of his subscription.

34.8 The directors may refund an appropriate part of a resigning Club member's subscription if it considers it appropriate taking account of all the circumstances.

## **ORGANISATION OF GENERAL MEETINGS**

### **33. General meetings**

33.1 The Directors may call a general meeting at any time.

33.2 The Directors must call a general meeting if required to do so by the members under the Companies Acts.

### **34. Annual General Meetings**

34.1 The Club 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 Club 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.

34.2 The annual general meeting shall be held for the following purposes:

34.2.1 to receive from the Board the Club's accounts;

34.2.2 to receive from the Board a report of the activities of the Club since the previous annual general meeting;

34.2.3 to appoint the Club's auditors;

34.2.4 to announce the election (as appropriate) of officers, and the elected directors to be appointed in accordance with these Articles; and

34.2.5 to transact such other business as may be brought before it [(including without limitation the appointment of Life Members (in recognition of outstanding contribution or long service to the Club))].

34.3 All general meetings, other than annual general meetings, shall be called general meetings.

### **35. Length of notice**

All general meetings must be called by either:

35.1 at least 14 Clear Days' notice; or

35.2 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 Club members.

### **36. Contents of notice**

36.1 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.

36.2 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.

36.3 In every notice calling a meeting of the Company there must appear with reasonable prominence a statement informing the member of his or her rights to appoint another person as his or her proxy at a general meeting.

### **37. Service of notice**

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

### **38. Attendance and speaking at general meetings**

38.1 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.

38.2 A person is able to exercise the right to vote at a general meeting when:

- i. that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

- ii. 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.
- 38.3 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.
- 38.4 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.
- 38.5 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.

**39. Quorum for general meetings**

- 39.1 No business (other than the appointment of the chair of the meeting) may be transacted at any general meeting unless a quorum is present.
- 39.2 Two persons entitled to vote on the business to be transacted (each being a member, a proxy for a member or a duly Authorised Representative of a member); or 10% of the total membership (represented in person or by proxy), whichever is greater, shall be a quorum.
- 39.3 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.

**40. Chairing general meetings**

- 40.1 The Chair (if any) or in his or her absence some other Director nominated by the Directors will preside as chair of every general meeting.
- 40.2 If neither the Chair nor such other Director nominated in accordance with Article 40.1 (if any) is present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Directors present shall elect one of their number to chair the meeting and, if there is only one Director present and willing to act, he or she shall be chair of the meeting.
- 40.3 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.

**41. Attendance and speaking by Directors and non-members**

- 41.1 A Director may, even if not a Club member, attend and speak at any general meeting.
- 41.2 The chair of the meeting may permit other persons who are not members of the Company to attend and speak at a general meeting.

## **42. Adjournment**

- 42.1 The chair of the meeting may adjourn a general meeting at which a quorum is present if:
  - i. the meeting consents to an adjournment; or
  - ii. 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.
- 42.2 The chair of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 42.3 When adjourning a general meeting, the chair of the meeting must:
  - i. 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
  - ii. have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 42.4 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:
  - i. to the same persons to whom notice of the Company's general meetings is required to be given; and
  - ii. containing the same information which such notice is required to contain.
- 42.5 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

## **VOTING AT GENERAL MEETINGS**

### **43. Voting: general**

- 43.1 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.
- 43.2 A person who is not a member of the Club 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.

43.3 Article 43.2 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.

#### **44. Votes**

44.1 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.

44.2 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.

44.3 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 he or she may have.

44.4 No Club member shall be entitled to vote at any general meeting unless all monies presently payable by him, her or it to the Company have been paid.

44.5 The following provisions apply to any organisation that is a member ("a Member Organisation"):

- i. a Member Organisation may nominate any individual to act as its representative ("an Authorised Representative") at any meeting of the Company;
- ii. 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;
- iii. 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;
- iv. 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;
- v. 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;

- vi. 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
- vii. the power to appoint an Authorised Representative under this Article 44.5 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.

#### **45. Poll votes**

45.1 A poll on a resolution may be demanded:

- i. in advance of the general meeting where it is to be put to the vote; or
- ii. 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.

45.2 A poll may be demanded by:

- i. the chair of the meeting;
- ii. the Directors;
- iii. two or more persons having the right to vote on the resolution;
- iv. 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
- v. 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.

45.3 A demand for a poll may be withdrawn if:

- i. the poll has not yet been taken; and
- ii. the chair of the meeting consents to the withdrawal.

45.4 Polls must be taken immediately and in such manner as the chair of the meeting directs.

#### **46. Errors and disputes**

46.1 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.

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

#### **47. Content of proxy notices**

47.1 Proxies may only validly be appointed by a notice in writing (a “Proxy Notice”) which:

- (i) states the name and address of the member appointing the proxy;
- (ii) identifies the person appointed to be that member’s proxy and the general meeting in relation to which that person is appointed;
- (iii) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and
- (iv) 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.

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

47.3 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.

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

- (i) 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
- (ii) 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.

#### **48. Delivery of proxy notices**

48.1 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.

48.2 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.

48.3 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.



#### **49. Amendments to resolutions**

- 49.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- i. 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
  - ii. the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.
- 49.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
- i. the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
  - ii. the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 49.3 If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair's error does not invalidate the vote on that resolution.

### **WRITTEN RESOLUTIONS**

#### **50. Written resolutions**

- 50.1 Subject to Article 50.3, 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:
- i. 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.
  - ii. 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.
- 50.2 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.
- 50.3 A members' resolution under the Companies Acts removing a Director or an auditor before the expiration of his or her term of office may not be passed as a written resolution.
- 50.4 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.

- 50.5 A member signifies their agreement to a proposed written resolution when the Company receives from him or her an authenticated Document identifying the resolution to which it relates and indicating his or her agreement to the resolution.
- i. If the Document is sent to the Company in Hard Copy Form, it is authenticated if it bears the member's signature.
  - ii. 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.
- 50.6 A written resolution is passed when the required majority of eligible members have signified their agreement to it.
- 50.7 A proposed written resolution lapses if it is not passed within 28 days beginning with the circulation date.

## **ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS**

### **51. Means of communication to be used**

- 51.1 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.
- 51.2 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.
- 51.3 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.

### **52. 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.

### **53. Minutes**

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

- i. of all appointments of officers made by the Directors;
- ii. of all resolutions of the Company and of the Directors; and
- iii. 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.

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

### **54. 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:

- 54.1 annual reports;
- 54.2 annual returns; and
- 54.3 annual statements of account.

### **55. Indemnity**

55.1 Subject to Article 55.2, a relevant Director of the Company or an associated company may be indemnified out of the Company's assets against:

- (i) 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;
- (ii) 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
- (iii) any other liability incurred by that Director as an officer of the Company or an associated company.

55.2 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.

55.3 In this Article:

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

## **56. Insurance**

56.1 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.

56.2 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.

## **57. Rules**

57.1 Subject to Article 25, the Voting Members in general meeting may from time to time make, vary and revoke Rules:

57.2 Rules made pursuant to Article 57.1 must, in order to be valid, be compliant with the Companies Acts and these Articles.

## **58. Dissolution**

If upon the winding up or dissolution of the Club there remains after the satisfaction of all its debts and liabilities any property whatsoever, the same shall be paid to or distributed, subject to the scrutiny of the CIC Regulator, to another registered community amateur sports club for climbing, to the governing body of climbing for use in community related charitable initiatives, or to a registered charitable organisation.

## **59. Exclusion of model articles**

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

60.

**SCHEDULE**  
**INTERPRETATION**

**Defined terms**

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

<b>Term</b>	<b>Meaning</b>
<b>1.1 “Address”</b>	<b>1. includes a number or address used for the purposes of sending or receiving Documents by Electronic Means;</b>
<b>1.2 “Articles”</b>	<b>2. the Company’s articles of association;</b>
<b>1.3 “Authorised Representative”</b>	<b>3. means any individual nominated by a Member Organisation to act as its representative at any meeting of the Company in accordance with Article 44;</b>
<b>1.4 “asset-locked body”</b>	<b>4. means (i) a community interest company, a charity or a Permitted Industrial and Provident Society; or (ii) a body established outside the United Kingdom that is equivalent to any of those;</b>
<b>1.5 “bankruptcy”</b>	<b>5. includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;</b>
<b>1.6 “Chair”</b>	<b>6. has the meaning given in Article 10;</b>
<b>1.7 “chairman of the meeting”</b>	<b>7. has the meaning given in Article 40;</b>
<b>1.8 “Circulation Date”</b>	<b>8. in relation to a written resolution, has the meaning given to it in the Companies Acts;</b>
<b>1.9 “Clear Days”</b>	<b>9. 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;</b>
<b>1.10 “the Club”</b>	<b>10. Chimera Community Climbing</b>
<b>1.11 “Club Member”</b>	<b>11. any person accepted for membership of The Club under the rules approved by</b>

			the Members;
1.12	“community”	12.	is to be construed in accordance with accordance with Section 35(5) of the Company’s (Audit) Investigations and Community Enterprise) Act 2004;
1.13	“Companies Acts”	13.	means the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Company;
1.14	“Company”	14.	Chimera Community Climbing CIC
1.15	“Conflict of Interest”	15.	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;
1.16	“Director”	16.	a director of the Company, and includes any person occupying the position of director, by whatever name called;
1.17	“Document”	17.	includes, unless otherwise indicated, any Document sent or supplied in Electronic Form;
1.18	“Electronic Form” and “Electronic Means”	18.	have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
1.19	“governing body”	19.	the national governing body of the sport of climbing (The British Mountaineering Council)
1.20	“Hard Copy Form”	20.	has the meaning given to it in the Companies Act 2006;
1.21	“Member”	21.	has the meaning given to it in the Companies Act 2006;
1.22	“Memorandum”	22.	the Company’s memorandum of association;
1.23	“paid”	23.	means paid or credited as paid;
1.24	“participate”	24.	in relation to a Directors’ meeting, has the meaning given in Article 15;
1.25	“Permitted Industrial and Provident Society”	25.	an industrial and provident society which has a restriction on the use of its assets in accordance with Regulation 4 of the Community Benefit Societies (Restriction on Use of Assets)

		<b>Regulations 2006 or Regulation 4 of the Community Benefit Societies (Restriction on Use of Assets) Regulations (Northern Ireland) 2006;</b>
<b>1.26</b>	<b>“Proxy Notice”</b>	<b>26. has the meaning given in Article 47;</b>
<b>1.27</b>	<b>“the Regulator”</b>	<b>27. means the Regulator of Community Interest Companies;</b>
<b>1.28</b>	<b>“Secretary”</b>	<b>28. the secretary of the Company (if any);</b>
<b>1.29</b>	<b>“specified”</b>	<b>29. means specified in the memorandum and articles of association of the Company for the purposes of this paragraph;</b>
<b>1.30</b>	<b>“the Sport”</b>	<b>30. climbing</b>
<b>1.31</b>	<b>“subsidiary”</b>	<b>31. has the meaning given in section 1159 of the Companies Act 2006;</b>
<b>1.32</b>	<b>“transfer”</b>	<b>32. includes ever description of disposition, payment, release or distribution, and the creation or extinction of an estate or interest in, or right over, any property; and</b>
<b>1.33</b>	<b>“Writing”</b>	<b>33. 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.</b>

2. **Subject to clause 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.