



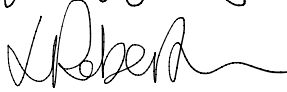


THE COMPANIES ACT 2006
COMMUNITY INTEREST COMPANY LIMITED BY GUARANTEE
MEMORANDUM of ASSOCIATION
of
CAMBUSBARRON VILLAGE NURSERY CIC

The Companies Act 2006
Community Interest Company Limited by Guarantee
Memorandum of Association
Of
CAMBUSBARRON VILLAGE NURSERY 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 subscriber	Signature of subscriber
Jane Bain	
Suzanne Wynne-Griffith	
Lynda Simpson	
Jennifer Haggerty	
Laura Robertson	

Dated: 8th October 2020

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CAMBUSBARRON VILLAGE NURSERY CIC

Defined terms

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

Community Interest Company

2. The Company is to be a Community Interest Company.

Asset Lock

3. The Company shall not transfer any of its assets other than for full consideration.
4. Provided the conditions in Article 5 are satisfied, Article 3 shall not apply to:
 - 4.1. the transfer of assets to any specified asset-locked body, or (with the consent of the Regulator) to any other asset-locked body; and
 - 4.2. the transfer of assets made for the benefit of the community other than by way of a transfer of assets into an asset-locked body.
5. 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.
6. If:
 - 6.1. the Company is wound up under the Insolvency Act 1986; and
 - 6.2. all its liabilities have been satisfiedthen any residual assets shall be given or transferred to any Asset Locked Body which has similar objects to that of the Company as the directors shall determine with the consent of the Regulator.

Not for Profit

7. The Company is not established or conducted for private gain; any profits or assets are to be applied solely for the benefit of the community.

Objects

8. The objects of the Company are to carry on activities which benefit the community and in particular (without limitation):
 - 8.1. to provide a high quality, professional, flexible and affordable early learning and childcare service in a safe, inclusive and nurturing environment;
 - 8.2. to create opportunities for children to access high quality, motivating, challenging and purposeful learning experiences through the provision of a broad curriculum including outdoor play within the natural environment ;
 - 8.3. to promote the benefits of outdoor play and learning that encourages parental involvement which will also support the enhancement of parenting skills, understanding and knowledge;
 - 8.4. to develop meaningful and valuable partnerships with other childcare providers, external agencies, local authorities and other local organisations to ensure the maintenance, sustainability and quality of service;
 - 8.5. to develop and maintain a culture of being a fair, ethical and inclusive employer that provides access for staff and volunteers to engage in training opportunities and that supports continuous professional development;
 - 8.6. to advance such similar purposes, promote, establish, operate and/or support others in and develop any other projects, initiatives or activities for the benefit of the community as the directors may consider appropriate.

Powers

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

Liability of members

10. The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the Company in the event of its being wound up while he or she is a member or within one year after he or she ceases to be a member, for:
 - 10.1. payment of the Company's debts and liabilities contracted before he or she ceases to be a member;
 - 10.2. payment of the costs, charges and expenses of winding up; and
 - 10.3. adjustment of the rights of the contributories among themselves.

General structure

11. The structure of the Company consists of the Directors who are also the Company's only members and comprise the Board. The Board have important powers under the constitution, take decisions on changes to the constitution itself, hold regular meetings, and generally control the activities of the Company; for example, without prejudice to the generality of the foregoing, the Board is responsible for monitoring and controlling the financial position of the Company.

Qualifications for membership

12. The subscribers to the Memorandum are the first members of the Company.
13. Such other persons as are admitted to membership in accordance with the Articles shall be members of the Company.
14. Each member of the company shall be a Director.
15. No person shall be admitted a member of the Company unless he or she is approved by the Directors. 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.

Membership subscription

16. No subscription will be payable.

Register of members & directors

17. The directors shall maintain a register of the member/directors, setting out the full name and address of each member, the date on which he/she was admitted to membership, and the date on which any person ceased to be a member.

Termination/transfer

18. Membership is not transferable to anyone else.
19. Membership is terminated if:
 - 19.1. the member dies or ceases to exist;
 - 19.2. otherwise in accordance with the Articles; or
 - 19.3. a member ceases to be a Director.
20. Membership shall also be terminated otherwise in accordance with the articles.

General meetings (meetings of members)

21. The directors shall convene an annual general meeting in each year.
22. Not more than 15 months shall elapse between one annual general meeting and the next.

23. The business of each annual general meeting shall include:-
 - 23.1. a report by the chair on the activities of the company;
 - 23.2. Invitation of directors;
 - 23.3. Financial position of the organisation.
24. The directors may convene an extraordinary general meeting at any time.
25. The directors must convene an extraordinary general meeting if there is a valid requisition by members (under section 303 of the Act) or a requisition by a resigning auditor (under section 518 of the Act).

Notice of general meetings

26. At least 14 clear days' notice must be given of general meetings.
27. The reference to "clear days" in article 26 shall be taken to mean that, in calculating the period of notice, the day after the notice is posted, (or, in the case of a notice sent by electronic means, the day after it was sent) and also the day of the meeting, should be excluded.
28. A notice calling a meeting shall specify the date, time and place of the meeting; it shall (a) indicate the general nature of the business to be dealt with at the meeting and (b) if a special resolution (see article 31) (or a resolution requiring special notice under the Act) is to be proposed, shall also state that fact, giving the exact terms of the resolution.
29. A notice convening an annual general meeting shall specify that the meeting is to be an annual general meeting; any other general meeting shall be called an extraordinary general meeting.
30. Notice of every general meeting shall be given
 - 30.1. in hard copy form
 - 30.2. in writing or, (where the individual to whom notice is given has notified the company of an address to be used for the purpose of electronic communication) in electronic form; or
 - 30.3. (subject to the company notifying members of the presence of the notice on the website, and complying with the other requirements of section 309 of the Act) by means of a website.

Special resolutions and ordinary resolutions

31. For the purposes of these articles, a "special resolution" means a resolution passed by 75% or more of the votes cast on the resolution at a general meeting, providing proper notice of the meeting and of the intention to propose the resolution has been given in accordance with articles 26 to 30; for the avoidance of doubt, the reference to a 75% majority relates only to the number of votes cast in favour of the resolution as

compared with the number of votes cast against the resolution, and accordingly no account shall be taken of abstentions or members absent from the meeting.

32. In addition to the matters expressly referred to elsewhere in these articles, the provisions of the Act allow the company, by special resolution,
 - 32.1. to alter its name
 - 32.2. to alter any provision of these articles or adopt new articles of association.
33. For the purposes of these articles, an “ordinary resolution” means a resolution passed by majority vote (taking account only of those votes cast in favour as compared with those votes against), at a general meeting, providing proper notice of the meeting has been given in accordance with articles 26 to 30.

Procedure at general meetings

34. No business shall be dealt with at any general meeting unless a quorum is present; the quorum for a general meeting shall be 3.
35. If a quorum is not present within 15 minutes after the time at which a general meeting was due to commence - or if, during a meeting, a quorum ceases to be present - the meeting shall stand adjourned to such time and place as may be fixed by the chairperson of the meeting.
36. The chair of the company shall (if present and willing to act as chairperson) preside as chairperson of each general meeting; if the chair is not present and willing to act as chairperson within 15 minutes after the time at which the meeting was due to commence, the directors present at the meeting shall elect from among themselves the person who will act as chairperson of that meeting.
37. The chairperson of a general meeting may, with the consent of the meeting, adjourn the meeting to such time and place as the chairperson may determine.
38. Every member shall have one vote, which (whether on a show of hands or on a secret ballot) may be given either personally or by proxy.
39. A person who is not a member of the Company shall not have any right to vote at a general meeting of the Company; but this is without prejudice to any right to vote on a resolution affecting the rights attached to a class of the Company’s debentures
40. Any member who wishes to appoint a proxy to vote on his/her behalf at any meeting (or adjourned meeting):
 - 40.1. shall lodge with the company, at the company’s registered office, a written instrument of proxy (in such form as the directors require), signed by him/her;
or
 - 40.2. shall send by electronic means to the company, at such electronic address as may have been notified to the members by the company for that purpose, an instrument of proxy (in such form as the directors require);

providing (in either case), the instrument of proxy is received by the company at the relevant address not less than 48 hours before the time for holding the meeting (or, as the case may be, adjourned meeting).

41. An instrument of proxy which does not conform with the provisions of article 40, or which is not lodged or sent in accordance with such provisions, shall be invalid.
42. A member shall not be entitled to appoint more than one proxy to attend on the same occasion.
43. A proxy appointed to attend and vote at any meeting instead of a member shall have the same right as the member who appointed him/her to speak at the meeting and need not be a member of the company.
44. The termination of a proxy's authority by the member appointing him does not invalidate the vote given or ballot demanded, unless the company receives notice of the termination before the commencement of the meeting or adjourned meeting. Such notice should be received by the company at the company's registered office (or, where sent by electronic means, was received by the company at the address notified by the company to the members for the purpose of electronic communications).
45. If there are an equal number of votes for and against any resolution, the chairperson of the meeting shall not be entitled to a casting vote.
46. A resolution put to the vote at a general meeting shall be decided on a show of hands unless a secret ballot is demanded by the chairperson (or by at least two persons present in person at the meeting and entitled to vote (whether as members or proxies for members)); a secret ballot may be demanded either before the show of hands takes place, or immediately after the result of the show of hands is declared.
47. If a secret ballot is demanded, it shall be taken at the meeting and shall be conducted in such a manner as the chairperson may direct; the result of the ballot shall be declared at the meeting at which the ballot was demanded.

Written resolutions

48. A resolution agreed to in writing (including by e-mail) by all the Directors will be as valid as if it had been passed at an AGM or Board meeting; the date of the resolution will be taken to be the date on which the last member agreed to it and it must be unanimous

Eligibility

49. 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 by ordinary resolution (agreed by all the current directors), on the basis that he/she has specialist experience and/or skills which could be of assistance to the directors.
50. The Directors shall appoint as many directors as required to carry out its purposes

Remuneration of Directors

51. Directors may undertake any services for the Company that the Directors decide.
52. Directors are entitled to such remuneration as the Directors determine:
 - 52.1. for their services to the Company as Directors; and
 - 52.2. for any other service which they undertake for the Company.
53. Subject to the Articles, a Director's remuneration may:
 - 53.1. take any form; and
 - 53.2. 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.
55. 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

Termination of office

56. A director shall automatically vacate office if:-
 - 56.1. he/she ceases to be a director through the operation of any provision of the Act or becomes prohibited by law from being a director;
 - 56.2. he/she becomes incapable for medical reasons of fulfilling the duties of his/her office and such incapacity is expected to continue for a period of more than six months;
 - 56.3. he/she resigns office by notice to the company;
 - 56.4. he/she is absent (without permission of the directors) from more than three consecutive meetings of the directors, and the directors resolve to remove him/her from office;
 - 56.5. he/she is removed from office by ordinary resolution (special notice having been given) in pursuance of section 168 of the Act.

Office bearers

57. The directors may elect from among themselves a chair and a treasurer, and such other office bearers (if any) as they consider appropriate.
58. All of the office bearers shall cease to hold office at the conclusion of each annual general meeting, but shall then be eligible for re-election.
59. A person elected to any office shall cease to hold that office if he/she ceases to be a director, or if he/she resigns from that office by written notice to that effect.

Powers of directors

60. Subject to the provisions of the Act and these articles, and subject to any directions given by special resolution, the company and its assets and undertaking shall be managed by the directors, who may exercise all the powers of the company.
61. A meeting of the directors at which a quorum is present may exercise all powers exercisable by the directors.

Personal interests

62. A director, who has a personal interest in any transaction or other arrangement which the company is proposing to enter into, must declare that interest at a meeting of the directors; he/she will be debarred from voting on the question of whether or not the company should enter into that arrangement.
63. For the purposes of the preceding article, a director shall be deemed to have a personal interest in an arrangement if any partner or other close relative of his/hers or any firm of which he/she is a partner or any limited company of which he/she is a substantial shareholder or director (or any other party who/which is deemed to be connected with him/her for the purposes of the Act), has a personal interest in that arrangement.
64. Provided:
 - 64.1. he/she has declared his/her interest; and
 - 64.2. he/she has not voted on the question of whether or not the company should enter into the relevant arrangement

a director will not be debarred from entering into an arrangement with the company in which he/she has a personal interest (or is deemed to have a personal interest under article 70) and may retain any personal benefit which he/she gains from his/her participation in that arrangement.
65. For the avoidance of doubt, Executive Directors will be employees of the company, and will be entitled to retain all remuneration, and pension and/or other benefits, paid or provided to them in their capacity as employees of the company.
66. The directors may be paid all travelling and other expenses reasonably incurred by them in connection with their attendance at meetings of the directors, general meetings, or meetings of committees, or otherwise in connection with the carrying-out of their duties.

Procedure at directors' meetings

67. Any director may call a meeting of the directors or request the secretary to call a meeting of the directors.
68. Questions arising at a meeting of the directors shall be decided by a majority of votes; if an equality of votes arises, the chairperson of the meeting shall have a casting vote.
69. The quorum for Directors' meetings shall be 3.

70. In all proceedings of Directors each Director must not have more than one vote.
71. If at any time the number of directors in office falls below the number fixed as the quorum, the remaining director(s) may act only for the purpose of filling vacancies or of calling a general meeting.
72. Unless he/she is unwilling to do so, the chair of the company shall preside as chairperson at every directors' meeting at which he/she is present; if the chair is unwilling to act as chairperson or is not present within 15 minutes after the time when the meeting was due to commence, the directors present shall elect from among themselves the person who will act as chairperson of the meeting.
73. The directors may, at their discretion, allow any person who they reasonably consider appropriate, to attend and speak at any meeting of the directors; for the avoidance of doubt, any such person who is invited to attend a directors' meeting shall not be entitled to vote.
74. A director shall not vote at a directors' meeting (or at a meeting of a committee) on any resolution concerning a matter in which he/she has a personal interest which conflicts (or may conflict) with the interests of the company; he/she must withdraw from the meeting while an item of that nature is being dealt with.
75. A person shall be deemed to have a personal interest in a particular matter if any partner or other close relative of his/hers or any firm of which he/she is a partner or any limited company of which he/she is a substantial shareholder or director, has a personal interest in that matter.
76. A director shall not be counted in the quorum present at a meeting in relation to a resolution on which he/she is not entitled to vote.

Delegation to sub-committees

77. The directors may delegate any of their powers to any sub-committee consisting of one or more directors and such other persons (if any) as the directors may determine; they may also delegate to the chair of the company (or the holder of any other post) such of their powers as they may consider appropriate.
78. Any delegation of powers under article 77 may be made subject to such conditions as the directors may impose and may be revoked or altered.
79. The rules of procedure for any sub-committee shall be as prescribed by the directors.

Minutes

80. The directors shall ensure that minutes are made of all proceedings at general meetings, directors' meetings and meetings of committees; a minute of any meeting shall include the names of those present, and (as far as possible) shall be signed by the chairperson of the meeting.

Accounting records and annual accounts

81. The directors shall ensure that proper accounting records are maintained in accordance with all applicable statutory requirements.
82. The directors shall prepare annual accounts, complying with all relevant statutory requirements.
83. No member shall (unless he/she is a director) have any right of inspecting any accounting or other records, or any document of the company, except as conferred by statute or authorised by ordinary resolution of the company.

Notices

84. Any notice which requires to be given to a member under these articles shall be given either in writing or by electronic means; such a notice may be given personally to the member *or* be sent by post in a pre-paid envelope addressed to the member at the address last intimated by him/her to the company *or* (in the case of a member who has notified the company of an address to be used for the purpose of electronic communications) may be given to the member by electronic means.
85. Any notice, if sent by post, shall be deemed to have been given at the expiry of 24 hours after posting; for the purpose of proving that any notice was given, it shall be sufficient to prove that the envelope containing the notice was properly addressed and posted.
86. Any notice sent by electronic means shall be deemed to have been given at the expiry of 24 hours after it is sent; for the purpose of proving that any notice sent by electronic means was indeed sent, it shall be sufficient to provide any of the evidence referred to in the relevant guidance issued from time to time by the Chartered Institute of Secretaries and Administrators.

Indemnity

87. Every director or other officer or auditor of the company shall be indemnified (to the extent permitted by sections 232, 234, 235, 532 and 533 of the Act) out of the assets of the company against any loss or liability which he/she may sustain or incur in connection with the execution of the duties of his/her office; that may include, without prejudice to that generality, (but only to the extent permitted by those sections of the Act), any liability incurred by him/her in defending any proceedings (whether civil or criminal) in which judgement is given in his/her favour or in which he/she is acquitted *or* any liability in connection with an application in which relief is granted to him/her by the court from liability for negligence, default or breach of trust in relation to the affairs of the company.
88. The company shall be entitled to purchase and maintain for any director insurance against any loss or liability which any director or other officer of the company may sustain or incur in connection with the execution of the duties of his/her office, and such insurance may extend to liabilities of the nature referred to in section 232(2) of the Act (negligence etc. of a director).

SCHEDULE

INTERPRETATION

Defined terms

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

Term	Meaning
“Address”	includes a number or address used for the purposes of sending or receiving Documents by Electronic Means;
“Articles”	the Company’s articles of association;
“asset-locked body”	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;
“bankruptcy”	includes individual insolvency proceedings in a jurisdiction other than Scotland England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
“Clear Days”	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
“community”	is to be construed in accordance with accordance with Section 35(5) of the Company’s (Audit Investigations and Community Enterprise) Act 2004;
“Companies Acts”	means the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Company;
“Company”	Cambusbarron Village Nursery CIC;
“Conflict of Interest”	any direct or indirect interest of a Director (whether personal, by virtue of a duty of loyalty to another organisation or otherwise) that conflicts, or might conflict with the interests of the Company;
“Director”	a director of the Company, and includes any person occupying the position of director, by whatever name called;

“Document”	includes, unless otherwise indicated, any Document sent or supplied in Electronic Form;
“Electronic Form” and “Electronic Means”	have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
“Hard Copy Form”	has the meaning given to it in the Companies Act 2006;
“Memorandum”	the Company’s memorandum of association;
“paid”	means paid or credited as paid;
“participate”	in relation to a Directors’ meeting;
“Permitted Industrial and Provident Society”	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) Regulations 2006 or Regulation 4 of the Community Benefit Societies (Restriction on Use of Assets) Regulations (Northern Ireland) 2006;
“Proxy”	has the meaning given in Article 44;
“the Regulator”	means the Regulator of Community Interest Companies;
“Secretary”	the secretary of the Company (if any);
“specified”	means specified in the memorandum and articles of association of the Company for the purposes of this paragraph;
“transfer”	includes every description of disposition, payment, release or distribution, and the creation or extinction of an estate or interest in, or right over, any property; and
“Writing”	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.

1. 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.
2. 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.