

**Articles of Association
THE COMPANIES ACT 2006**

Community Interest Company Limited by Guarantee

**Articles of Association of
Keighley BID CIC
(Business Improvement District)**

**Keighley BID CIC
Community Interest Company and Asset Lock**

INTERPRETATION

1. Defined Terms

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

COMMUNITY INTEREST COMPANY AND ASSET LOCK

2. Community Interest Company

The Company is to be a community interest company.

3. Asset Lockⁱ

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:

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

3.4.1 the Company is wound up under the Insolvency Act 1986; and

3.4.2 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.

- a. For the purposes of this Article 3, the following asset-locked body is specified as a potential recipient of the Company's assets under Articles 3.2 and 3.4:

Name: Bradford District Community Foundation

(Please note that a community interest company cannot nominate itself as the asset locked body. It also cannot nominate a non-asset locked body. An asset locked body is defined as a CIC or charity, a permitted industrial and provident society or non-UK based equivalent.)

Charity Registration Number (if applicable): 1131588

Company Registration Number (if applicable) 06852262

Registered Office: c/o Leeds Community Foundation, First floor, 51a St Pauls Street, Leeds, LS1 2TE

4. Not for profit

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

OBJECTS, POWERS AND LIMITATION OF LIABILITY

5. Objectsⁱⁱ

The objects of the Company are to carry on activities which benefit the community and in particular (without limitation) to

To secure or procure the objectives and aspirations set out in the Company's Business Plan.

- 5.1.1. To provide, promote, facilitate or advance the BID area as a better place to invest work, do business, visit and live;
- 5.1.2. To promote or advance directly or indirectly the regeneration and economic well being of the BID area;
- 5.1.3. To improve, directly or indirectly, environmental standards, reduce crime, increase investment, enhance investment performance;
- 5.1.4. To promote schemes to improve the environmental quality of the BID area;
- 5.1.5. To support redevelopment of property so as to enhance the built environment and where appropriate to preserve, repair and maintain (directly or indirectly) for the benefit of the general public buildings of historical, architectural, community or constructional interest in the BID area;
- 5.1.6. To support the conservation protection and improvement (where appropriate) of the physical and natural environment in the BID area;
- 5.1.7. To procure, promote or carry out any legal form of entertainment in the BID area;
- 5.1.8. To create and operate market facilities, as agreed with stakeholders.

5.1.9. In furtherance of the foregoing objects but not further or otherwise the Company shall have the following powers:

- i) To carry out any act which is within, conducive to or facilitated by Part 4 of the Local Government Act 2003 (as may be amended) or such regulations regulating the operation of BIDs as prescribed by the Secretary of State;
- ii) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Company may think necessary or convenient for the furtherance of its objects, and to construct, maintain and alter any buildings or erections necessary or convenient for the work of the Company;
- iii) To sell, let, sub-let, lease, mortgage, dispose of or turn to account all or any of the property or assets of the Company as may be thought expedient and to accept surrenders of leases and tenancies and to make allowances to and arrangements with tenants, as may be deemed expedient in the interests of the Company;
- iv) To undertake and execute any charitable trusts which may lawfully be undertaken by the Company, and to hold and administer any property or funds subject to any such trust;
- v) Subject to such consents as may be required by law, to borrow or raise money for the purposes of the Company on such terms and on such security as may be thought fit;
- vi) To invest the moneys of the Company not immediately required for its purposes in or upon such investments, securities and property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided;
- vii) Either alone or jointly with any person or body of persons to promote or approve any Act of Parliament, Royal Charter or other measure with a view to the attainment of the objects of the Company, or any of them, and to oppose any Bills, proceedings or applications which seem calculated to prejudice the attainment of the objects of the Company, or any of them, and for all or any of the purposes aforesaid to petition Parliament, to promote deputations and generally to take such steps and proceedings as may be deemed expedient;

- viii) To take or promote such lawful proceedings or measures as the Company may deem advisable against persons or bodies making false representations as to their qualifications or proficiency.
- ix) To produce, edit, print, publish, sell, hire or otherwise deal in journals, newspapers, magazines, periodicals, brochures, pamphlets and other literature and to disseminate by means of cinema and other exhibitions, television, or radio broadcasting or otherwise information of such matters as relate to Keighley BID CIC and its members.
- x) To take any gift of property, whether subject to any special trust or not, for any of the objects of the Company, and to take steps by personal or written appeals, public meetings, exhibitions, displays competitions, or otherwise (save by commercial activities) as may from time to time be deemed expedient for procuring contributions, donations and annual or other subscriptions to the funds of the Company;
- xi) To establish and/or support or aid any establishment and any charitable association or institution and to subscribe and guarantee money or covenant money for charitable purposes in any way connected with the purposes of the Company;
- xii) To affiliate or co-operate with any other organised charitable body in the United Kingdom, Europe, or elsewhere, having objects similar to those of the Company, with a view to furthering the objects of the Company, and to amalgamate with any charitable company having objects similar to those of the Company;
- xiii) To make such rules and regulations for the management and administration of the Company and for matters connected therewith as the Company in its discretion think fit and from time to time to so add amend vary revoke or replace any such rules and regulations but so that nothing in this sub-clause shall be deemed to authorise any application of any part of the investments and property held by or on behalf of the Company or the income thereof otherwise than in conformity with this Memorandum of Association;
- xiv) To appoint and constitute such committees, boards or bodies (whether advisory or not) as the Company may consider desirable for the better management and administration of the Company and to make amend vary revoke and replace rules and regulations for the purpose of defining their functions powers and organisation and also (if the Company shall think fit) to pay an honorarium or fee or salary to and defray expenses incurred by any member of such committee board or body appointed as aforesaid;

- xv) To apply for and take out, purchase or otherwise acquire, any patents, patent rights, brevets d'invention, inventions, licences, conversions, trade marks, or secret processes, which may further the objects of the Company, and to grant licences to use the same;
- xvi) To cause the Company to be registered or otherwise incorporated in accordance with the laws of any foreign country where the Company's work is or is to be carried on;
- xvii) To pay all or any expenses incurred in connection with the promotion and incorporation of the Company, and to remunerate any person, firms or company rendering services to the Company, either by cash payment or otherwise;
- xviii) To do all such other things as are incidental or conducive to the attainment of the above objects or any part of them.

5.2 The objects set forth in each sub-Article of this Article shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in each sub-Article or from the name of the Company. None of each sub-Articles or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-Article, but the Company shall have full power to exercise all or any of the objects conferred by and provided in each of the said sub-Articles as if each sub-Article contained the objects of a separate company. The word **company** in this Article, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.

5.3 The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in this Article **Error! Reference source not found.** and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Company, provided that nothing herein shall prevent any payment in good faith by the Company:

5.3.1 Of reasonable and proper remuneration to any member, officer or servant of the Company for any services rendered to the Company;

5.3.2 Of any interest on money lent by any member of the Company or any director at a reasonable and proper rate;

5.3.3 Of reasonable and proper rent for premises demised or let by any member of the Company or any director; and

5.3.4 To any director of out-of-pocket expenses

- 5.4 If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid or distributed among the members of the Company, but shall be given or transferred to some other institution (charitable or otherwise) having objects similar to the objects of the Company and which shall prohibit the distribution of its or their income to its or their members, such institutions to be determined by the members of the Company at or before the time of dissolution.

PART 3
DIRECTORS' POWERS AND RESPONSIBILITIES

6. Directors' general authority

Subject to the Articles and to the applicable provisions for the time being of the Companies Acts, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

7. Change of Company name

Without prejudice to the generality of Article 6, the directors may resolve in accordance with Article 11 to change the Company's name.

8. Members' reserve power

8.1 The members may, by special resolution, direct the directors to take, or refrain from taking, specified action.

8.2 No such special resolution invalidates anything which the directors have done before the passing of the resolution.

9. Directors may delegate

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

9.1.1 To such person, Board, committee or sub-group;

9.1.2 By such means (including by a power of attorney);

9.1.3 To such an extent;

9.1.4 In relation to such matters or territories; and

9.1.5 On such terms and conditions; as they think fit.

- 9.2. If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.
- 9.3. The directors may revoke any delegation in whole or part, or alter its terms and conditions.

10. The Management Board, Committees or sub-groups

- 10.1 The Management Board, Committees or sub-groups 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.
- 10.2 The directors may make rules of procedure for the Board and all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.
- 10.3 Where a provision of the Articles refers to the exercise of a power, authority or discretion by the directors and that power, authority or discretion has been delegated by the directors to the Board or a committee or a sub-group, the provision shall be construed as permitting the exercise of the power, authority or discretion by the Board or the committee or sub-group.

DECISION-MAKING BY DIRECTORS AND THE MANAGEMENT BOARD

11. Directors to take decisions collectively

- 11.1 The general rule about decision-making by directors is that any decision of the directors must be taken as a majority decision at a meeting or as a directors' written resolution in accordance with Article 10 (Directors' written resolutions) or otherwise as a unanimous decision taken in accordance with Article 11 (Unanimous decisions).

Questions arising at a Directors meeting shall be decided by majority of votes. In all proceedings of Directors each Director must not have more than one vote.

11.2 If:

- 11.2.1 The Company only has one director for the time being, and

11.2.2 No provision of the Articles requires it to have more than one director, the general rule does not apply, and the director may (for so long as he remains the sole director) take decisions without regard to any of the provisions of the Articles relating to directors' decision-making.

11.3 Subject to the Articles, each director participating in a directors' meeting has one vote.

12. Directors' written resolutions

12.1 Any director may propose a directors' written resolution by giving 28 days notice in writing of the proposed resolution to each of the other directors.

12.2 If the company has appointed a company secretary, the company secretary must propose a directors' written resolution if a director so requests by giving 28 days notice in writing to each of the other directors (including alternate directors).

12.3 Notice of a proposed directors' written resolution must indicate:

12.3.1 The proposed resolution; and

12.3.2 The time by which it is proposed that the directors should adopt it.

12.4 A proposed directors' written resolution is adopted when a majority of the non-conflicted directors have signed one or more copies of it, provided that those directors would have formed a quorum at a directors' meeting were the resolution to have been proposed at such meeting.

12.5 Once a directors' written resolution has been adopted, it must be treated as if it had been a decision taken at a directors' meeting in accordance with the Articles.

13. Unanimous decisions

13.1 A decision of the directors is taken in accordance with this Article 11 when all non-conflicted directors indicate to each other by any means that they share a common view on a matter.

- 13.2 A decision may not be taken in accordance with this Article 11 if the non-conflicted directors would not have formed a quorum at a directors' meeting had the matter been proposed as a resolution at such a meeting.
- 13.3 Once a directors' unanimous decision is taken in accordance with this Article 11 it must be treated as if it had been a decision taken at a directors' meeting in accordance with the Articles.

14. Calling a directors' meeting

- 14.1 Any director may call a directors' meeting by giving 28 days notice of the meeting to each of the directors (including alternate directors), whether or not he is absent from the UK, or by authorising the company secretary (if any) to give such notice.
- 14.2 Notice of any directors' meeting must indicate:
- 14.2.1 Its proposed date and time;
- 14.2.2 Where it is to take place; and
- 14.2.3 If it is anticipated that directors participating in the meeting will not be in the same place, it must be outlined/indicated how it is proposed that they should communicate with each other during the meeting.
- 14.3 Subject to Article 14.4, notice of a directors' meeting must be given to each director but need not be in writing.
- 14.4 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company prior to or up to and including not more than seven days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

15. Participation in directors' meetings

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

- 15.1.1 The meeting has been called and takes place in accordance with the Articles, and
- 15.1.2 They can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 15.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.
- 15.3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.
- 15.4 Without prejudice to the generality of above, amongst the functions of the Board shall be to:
- (a) Act in accordance with the broad principle of supporting and developing the BID Company and promoting its stated aim of improving the commercial performance of the town centre businesses.
 - (b) Define and ensure compliance with the objectives of the Company, including, without limitation the Objects;
 - (c) Establish policies and plans to meet those objectives;
 - (d) Approve each year's budget prior to publication
 - (e) Establish and oversee a framework for delegation and control to employees, officer committees and sub-committees (as appropriate);
 - (f) Agree policies and make decisions on all matters that create a significant financial risk to the Company;
 - (g) Monitor the Company's performance in relation to these plans, budgets, controls and decisions;
 - (h) Appoint (and if necessary remove) the BID Manager and any senior staff,
 - (i) Have the right to procure such services as the Board considers necessary to implement the BID proposal;

(j) From time to time as they see fit (or if required by the Regulations) arrange meetings to which the BID levy members, and/or voluntary members and/or public sector members may be invited. From time to time at the Board's discretion observers may be invited to attend Board, sub group, general and annual general meetings provided that at all times the observers shall not be permitted voting rights in relation to any business conducted at those meetings.

16. Chairing of directors' meetings

16.1 The directors may appoint a director to chair their meetings.

16.2 The person so appointed for the time being is known as the chair.

16.3 The directors may terminate the chair's appointment at any time.

16.4 If the chair is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

17. Chair's casting vote at directors' meetings

17.1 If the numbers of votes for and against a proposal at a meeting of directors are equal, the chair or other director chairing the meeting has a casting vote.

17.2 Article 17.1 does not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the chair or other director chairing the meeting is a conflicted director for the purposes of that meeting (or that part of that meeting at which the proposal is voted upon).

18. Quorum for directors' meetings

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

- 18.2 Subject to Article 18.3, the quorum for the transaction of business at a meeting of directors may be fixed from time to time by a decision of the directors but it must never be less than two directors, and unless otherwise fixed, it is two.
- 18.3 For the purposes of any meeting (or part of a meeting) held pursuant to Article 19 (directors' conflicts of interests) to authorise a director's conflict, if there is only one non-conflicted director in office in addition to the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one non-conflicted director.

19. Directors' conflicts of interests

- 19.1 For the purposes of this Article 19, a **conflict of interest** includes a conflict of interest and duty and a conflict of duties, and interest includes both direct and indirect interests.
- 19.2 The directors may, in accordance with the requirements set out in this Article 19, authorise any matter proposed to them by any director which would, if not authorised, involve a director breaching his duty under section 175 of CA 2006 to avoid conflicts of interest (such matter being hereinafter referred to as a **Conflict**).
- 19.3 A director seeking authorisation in respect of a Conflict shall declare to the other directors the nature and extent of his interest in a Conflict as soon as is reasonably practicable. The director shall provide the other directors with such details of the relevant matter as are necessary for the other directors to decide how to address the Conflict, together with such other information as may be requested by the other directors.
- 19.4 Any authorisation under this Article 19 will be effective only if:
- 19.4.1 The matter in question shall have been proposed by any director for consideration at a meeting of directors in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;
- 19.4.2 Any requirement as to the quorum at any meeting of the directors at which the matter is considered is met without counting the director in question and any other conflicted director(s); and

19.4.3 The matter was agreed to without the director and any other conflicted director(s) voting or would have been agreed to if their votes had not been counted.

19.5 Any authorisation of a Conflict under this Article 19 may (whether at the time of giving the authorisation or subsequently):

19.5.1 Extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the Conflict so authorised;

19.5.2 Be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine; or

19.5.3 Be terminated or varied by the directors at any time. This will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation.

19.6 In authorising a Conflict the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through his involvement in the Conflict otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person the director is under no obligation to:

19.6.1 Disclose such information to the directors or to any director or other officer or employee of the Company; or use or apply any such information in performing his duties as a director, where to do so would amount to a breach of that confidence.

19.7 Where the directors authorise a Conflict they may provide, without limitation (whether at the time of giving the authorisation or subsequently) that the director:

19.7.1 Is excluded from discussions (whether at meetings of directors or otherwise) related to the Conflict;

19.7.2 Is not given any documents or other information relating to the Conflict;

19.7.3 May or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the Conflict.

19.8 Where the directors authorise a Conflict:

19.8.1 The director will be obliged to conduct himself in accordance with any terms, limits and/or conditions imposed by the directors in relation to the Conflict;

19.8.2 The director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of CA 2006 provided he acts in accordance with such terms, limits and/or conditions (if any) as the directors impose in respect of its authorisation.

19.9 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which they receive as director or other officer or employee of the Company's subsidiaries or of any other body corporate in which the Company is interested or which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of CA 2006.

19.10 Subject to the applicable provisions for the time being of the Companies Acts and to any terms, limits and/or conditions imposed by the directors in accordance with Article 19.5.2, and provided that he has disclosed to the directors the nature and extent of any interest of his in accordance with the Companies Acts, a director notwithstanding his office:

19.10.1 May be a party to, or otherwise interested in, any contract, transaction or arrangement with the Company or in which the Company is otherwise interested;

19.10.2 Shall be counted as participating for voting and quorum purposes in any decision in connection with any proposed or existing transaction or arrangement with the Company, in which he is in any way directly or indirectly interested;

19.10.3 May act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;

19.10.4 May be a director or other officer of, or employed by, or a party to any contract, transaction or arrangement with, or otherwise interested in, any body

corporate promoted by the Company or in which the Company is otherwise interested; and

19.10.5 Shall not, by reason of his office, be accountable to the Company for any benefit which they (or anyone connected with them (as defined in section 252 of CA 2006) derives from any such office or employment or from any such contract, transaction or arrangement or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit, nor shall the receipt of any such remuneration or benefit constitute a breach of their duty under section 176 of CA 2006.

19.11 For the purposes of this Article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.

19.12 Subject to Article 19.13, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chair whose ruling in relation to any director other than the chair is to be final and conclusive.

19.13 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chair, the question is to be decided by a decision of the directors at that meeting, for which purpose the chair is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

20. Records of decisions to be kept

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

21. Directors' discretion to make further rules

Subject to the Articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

APPOINTMENT AND TERMINATION OF APPOINTMENT OF DIRECTORS AND MEMBERS OF THE BOARD OF MANAGEMENT

22. Number of directors

Unless otherwise determined by ordinary resolution, the number of directors shall be subject to a maximum of fourteen but shall not be less than two.

23. Methods of appointing directors

23.1 Subject to Article 23.2, any person who is willing to act as a director and agrees to the terms of service and rules of behaviour for directors and is permitted by law to do so, may be appointed to be a director:

23.1.1 By ordinary resolution, or

23.1.2 By a decision of the directors.

23.2 No person who is not a member shall in any circumstances be eligible to hold office as a director or member of the board of management.

23.3 Until the first AGM the Board of Directors shall consist of a minimum of two directors drawn from the BID Company. At the first AGM and subsequently annually after the relevant AGM, the directors of the Company will be confirmed by the BID company members. The Board of Directors shall consist of members representative of the following sectors (guidance on numbers with extra spaces to allow for board develop)

23.3.1 Independent Businesses (3)

23.3.2 National business (1)

23.3.3 Entertainment/Hospitality/Leisure (2)

23.3.4 Bradford council (1)

23.3.5 Commercial/Office (1)

23.3.6 Shopping Centres (2)

23.3.7 Education (1)

23.3.8 Community (1)

- 23.4 Police and others (for the avoidance of doubt, such Representatives shall perform only an advisory role to the Board (and such other committees or sub groups of the Company) and shall be nominated by the Board Members and shall not be permitted to vote at board of management meetings.)
- 23.5 The BID Company will have a Management Board consisting of four members selected from the Board of Directors. The purpose of the Management Board will be for the day to day decision making and provision of support to the BID Company manager within the overall policy of the Company. The Management Board will report direct to the Board of Directors.
- 23.6 Election of a Chair will be made by the newly formed Board of Directors at their first meeting following the AGM and they will always be drawn from the Levy Paying members were possible.
- 23.7 To avoid any potential conflict of interest, it should be noted that paid employees of the BID Company or any of its subsequent subsidiary or associated companies will be ruled ineligible to vote on the Board in any capacity.

24. Termination of director's appointment

24.1 A person ceases to be a director as soon as:

24.1.1 That person ceases to be a director by virtue of any provision of CA 2006 or is prohibited from being a director by law;

24.1.2 That person ceases to be a member of the BID Company;

24.1.3 That person is;

a) has bankruptcy order made against that person;

b) a composition is made with that person's creditors generally in satisfaction of that person's debt and the Company resolves that his office be vacated;

c) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;

d) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have; or

e) 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.

f) failure to act in the best interests of the BID Company, its promotion and sustainability.

25. Directors' remuneration

Save for article 26, the directors and Board members shall not be entitled to any remuneration.

26. Directors' expenses

26.1 The Company may pay any reasonable expenses which the directors (including alternate directors) and the secretary (if any), and Board members properly incur in connection with their attendance at:

26.1.1 Meetings of directors, the Board or committees of directors and elected members,

26.1.2 General meetings, or separate meetings 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.

27. Directors' appointments and interests

27.1 Subject to the provisions of the Act, and provided that he has disclosed to the directors the nature and extent of any material interest of his, a director notwithstanding his office:

(a) May be a party to, or otherwise interested in, any transaction or arrangement with the company or in which the company is otherwise interested;

(b) May be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the company or in which the company is otherwise interested; and

(c) Shall not, by reason of his office, be accountable to the company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

27.2 For the purposes of regulation 48:

27.2.1 A general notice given to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified; and

27.2.2 An interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

PART 4

MEMBERS

BECOMING AND CEASING TO BE A MEMBER

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

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

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 is not transferable to anyone else.

Membership is terminated if:

the member dies or ceases to exist;

otherwise in accordance with the Articles; or

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.

28. Applications for membership

28.1 No person shall become a member of the Company unless:

28.2 That person has completed an application for membership in a form approved by the directors; and

28.3 The directors have approved that application but they cannot be accepted as a member if they owe or have an outstanding statutory payment to the company.

29. Termination of membership

29.1 A member may withdraw from membership of the Company by giving seven days' notice to the Company in writing.

29.2 The directors may terminate the membership of any member provided that the member concerned shall have a right to be heard before any final decision is made.

29.3 Membership is not transferable.

29.4 Subject to Articles 29.1 and 29.2, a person's membership terminates when that person dies or if the company ceases to exist.

ORGANISATION OF GENERAL MEETINGS

30. Convening general meetings

The directors may call general meetings and, on the requisition of members pursuant to the provisions of CA 2006, shall forthwith proceed to convene a general meeting in accordance with CA 2006. If there are not within the United Kingdom sufficient directors to call a general meeting, any director or the members requisitioning the meeting (or any of them representing more than one half of the total voting rights of them all) may call a general meeting. If the Company has only a single member, such member shall be entitled at any time to call a general meeting.

31. Notice of general meetings

31.1 General meetings (other than an adjourned meeting) shall be called by at least fourteen 'Clear Days' notice but a general meeting may be called by shorter notice if it is so agreed by a majority in number of the members having a right to attend and vote, being a majority who together represent not less than ninety per cent (90%) of the total voting rights at that meeting of all the members.

31.2 The notice shall specify the time, date and place of the meeting, the general nature of the business to be transacted and the terms of any resolution to be proposed at it.

31.3 Subject to the provisions of these Articles and to any restrictions imposed on members, the notice shall be given to all members and to the directors, alternate directors and the auditors for the time being of the Company.

31.4 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

32. Resolutions requiring special notice

32.1 If CA 2006 requires special notice to be given of a resolution, then the resolution will not be effective unless notice of the intention to propose it has been given to the Company at least twenty-eight 'Clear Days' before the general meeting at which it is to be proposed.

32.2 Where practicable, the Company must give the members notice of the resolution in the same manner and at the same time as it gives notice of the general meeting at which it is to be proposed. Where that is not practicable, the Company must give the members at least fourteen 'Clear Days' before the relevant general meeting by advertisement in a newspaper with an appropriate circulation.

32.3 If, after notice to propose such a resolution has been given to the Company, a meeting is called for a date twenty-eight days or less after the notice has been given, the notice shall be deemed to have been properly given, even though it was not given within the time required by Article 32.1.

33. Attendance and speaking at general meetings

33.1 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.

33.2 A member is able to exercise the right to vote at a general meeting when:

33.2.1 That member is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

33.2.2 That member'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.

33.3 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.

34. Quorum for general meetings

- 34.1 No business shall be transacted at any meeting unless a quorum is present. Subject to section 318(2) of CA 2006, two qualifying persons (as defined in section 318(3) of CA 2006) entitled to vote upon the business to be transacted shall be a quorum; provided that if the Company has only a single member, the quorum shall be one such qualifying person.
- 34.2 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

35. Chairing general meetings

- 35.1 If the directors have appointed a chair, the chair shall chair general meetings if present and willing to do so.
- 35.2 If the directors have not appointed a chair, or if the chair is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:
- 35.2.1 The directors present, or
- 35.2.2 (if no directors are present), the meeting, must appoint a director or member to chair the meeting, and the appointment of the chair of the meeting must be the first business of the meeting.
- 35.3 The person chairing a meeting in accordance with this Article is referred to as the **chair of the meeting**.

36. Attendance and speaking by directors, members and non-members

- 36.1 Directors may attend and speak at general meetings.
- 36.2 The chair of the meeting may permit other persons who are not:
- 36.2.1 Members of the Company, or otherwise entitled to exercise the rights of members in relation to general meetings, to attend and speak.

37. Adjournment

37.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chair of the meeting must adjourn it. If, at the adjourned meeting, a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall be dissolved.

37.2 The chair of the meeting may adjourn a general meeting at which a quorum is present if:

37.2.1 The meeting consents to an adjournment, or

37.2.2 It appears to the chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

37.3 The chair of the meeting must adjourn a general meeting if directed to do so by the meeting.

37.4 When adjourning a general meeting, the chair of the meeting must:

35.4.1 Either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and

35.4.2 Have regard to any directions as to the time and place of any adjournment which have been given.

37.5 If the continuation of an adjourned meeting is to take place more than fourteen days after it was adjourned, the Company must give at least seven 'Clear Days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):

37.5.1 To the same persons to whom notice of the Company's general meetings is required to be given, and

37.5.2 Containing the same information which such notice is required to contain.

- 37.6 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

38. Voting: general

- 38.1 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. Subject to any rights or restrictions to which members are subject, on a show of hands, every member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative (unless the representative is himself a member, in which case he shall have more than one vote) shall have one vote. A BID levy payer who has obligation to pay more than one bill for multiple hereditaments will be provided more than one vote in their membership.
- 38.2 No member shall vote at any general meeting, either in person or by proxy, unless all monies presently payable by him to the Company have been paid.
- 38.3 Unless a poll is duly demanded, a declaration by the chair that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

39. Errors and disputes

- 39.1 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.
- 39.2 Any such objection must be referred to the chair of the meeting, whose decision is final.

40. Poll votes

40.1 On a poll every member who (being an individual is present in person or by proxy) or (being a corporation) is present by a duly authorised representative or by proxy shall have one vote. On a poll, a member entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way.

40.2 A poll on a resolution may be demanded:

40.2.1 In advance of the general meeting where it is to be put to the vote, or

40.2.2 At a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

40.3 A poll may be demanded by:

40.3.1 The chair of the meeting;

40.3.2 The directors;

40.3.3 Two or more persons having the right to vote on the resolution; or

40.3.4 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.

40.4 A demand for a poll may be withdrawn if:

40.4.1 The poll has not yet been taken, and

40.4.2 The chairman of the meeting consents to the withdrawal. A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.

40.5 A poll demanded on the election of a chair or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chair directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

40.6 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven Clear Days' notice shall be given specifying the time and place at which the poll is to be taken.

40.7 The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

41. Content of proxy notices limit

41.1 Subject to the provisions of these Articles, a member is entitled to appoint another person as his proxy to exercise all or any of his rights to attend and to speak and vote at a general meeting. A proxy member may only represent a maximum two other member companies.

41.2 Proxies may only validly be appointed by a notice in writing (**proxy notice**) which:

41.2.1 States the name and address of the member appointing the proxy;

41.2.2 Identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;

41.2.3 Is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and

41.2.4 Is delivered to the Company in accordance with the Articles and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate and received by the Company:

- i) Subject to Articles 41.2.4ii and 41.2.4iii in the case of a general meeting or adjourned meeting, not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the right to vote is to be exercised;
- ii) in the case of a poll taken more than forty-eight hours after it is demanded, after the poll has been demanded and not less than twenty-four hours before the time appointed for the taking of the poll;
or

- iii) where the poll is not taken forthwith but is taken not more than forty-eight hours after it was demanded, at the time at which the poll was demanded or twenty-four hours before the time appointed for the taking of the poll, whichever is the later, and a proxy notice which is not delivered and received in such manner shall be invalid.

41.3 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

41.4 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 and the proxy is obliged to vote or abstain from voting in accordance with the specified instructions. However, the Company is not obliged to check whether a proxy votes or abstains from voting as he has been instructed and shall incur no liability for failing to do so. Failure by a proxy to vote or abstain from voting as instructed at a meeting shall not invalidate proceedings at that meeting.

41.5 Unless a proxy notice indicates otherwise, it must be treated as:

41.5.1 Allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and

41.5.2 Appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

42. Delivery of proxy notices

42.1 Any notice of a general meeting must specify the address or addresses (**proxy notification address**) at which the Company or its agents will receive proxy notices relating to that meeting, or any adjournment of it, delivered in hard copy or electronic form.

42.2 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 to a proxy notification address.

42.3 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.

42.4 A notice revoking a proxy appointment only takes effect if it is received by the Company:

42.4.1 In the case of a general or adjourned meeting, not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the right to vote is to be exercised;

42.4.2 In the case of a poll taken more than forty-eight hours after it was demanded, not less than twenty-four before the time appointed for the taking of the poll; or

42.4.3 in the case of a poll not taken forthwith but not more than forty-eight hours after it was demanded, at the time at which it was demanded or twenty-four hours before the time appointed for the taking of the poll, whichever is later, and a notice which is not delivered and received in such manner shall be valid.

42.5 In calculating the periods referred to in Article 41 (Content of proxy notices) and this Article 42, no account shall be taken of any part of a day that is not a working day.

42.6 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

43. Representation of corporations at meetings

Subject to CA 2006, a company which is a member may, by resolution of its directors or other governing body, authorise one person to act as its representative at a meeting of the company (**corporate representative**). A director, secretary or other person authorised for the purpose by the directors may require a corporate representative to produce a certified copy of the resolution of authorisation before permitting him to exercise his powers.

44. Amendments to resolutions

44.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

44.1.1 Notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and

44.1.2 The proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.

44.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:

44.2.1 The chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and

44.2.2 The amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

44.3 If the chairman 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

45. A resolution of the members may be passed as a written resolution in accordance with chapter 2 of part 13 of CA 2006.

PART 5

MISCELLANEOUS PROVISIONS

COMMUNICATIONS

46. Means of communication to be used

44.1 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 of CA 2006 provides for documents or information which are authorised or required by any provision of CA 2006 to be sent or supplied by or to the Company.

46.2 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

46.2.1 If properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, forty-eight hours after it was posted;

46.2.2 If properly addressed and delivered by hand, when it was given or left at the appropriate address;

46.2.3 If properly addressed and sent or supplied by electronic means forty-eight hours after the document or information was sent or supplied; and

46.2.4 If sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this Article 46.2, no account shall be taken of any part of a day that is not a working day.

46.3 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by of CA 2006.

46.4 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.

46.5 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 a specified time of their being sent, and for the specified time to be less than forty-eight hours.

46.6 In the case of joint members, all notices or documents shall be given to the joint member whose name stands first in the register in respect of the joint holding. Notice so given shall be sufficient notice to all of the joint members. Where there are joint members, anything which needs to be agreed or specified in relation to any notice, document or other information to be sent or supplied to them can be agreed or specified by any one of the joint members. The agreement or specification of the joint member whose name stands first in the register will be accepted to the exclusion of the agreement or specification of any other joint member (s) whose name(s) stand later in the register.

ADMINISTRATIVE ARRANGEMENTS

47. Company seals

47.1 Any common seal may only be used by the authority of the directors.

47.2 The directors may decide by what means and in what form any common seal is to be used.

47.3 Unless otherwise decided by the directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by either at least two authorised persons or at least one authorised person in the presence of a witness who attests the signature.

47.4 For the purposes of this Article, an authorised person is:

47.4.1 Any director of the Company;

47.4.2 The Company Secretary (if any); or

47.4.3 Any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

48. No right to inspect accounts and other records

Except as provided by law or authorised by the directors or an ordinary resolution of the Company, no-one is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a member.

49. Provision for employees on cessation of business

The directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.

DIRECTORS' & BOARD MEMBERS' INDEMNITY AND INSURANCE

50. Indemnity

50.1 Subject to Article 50.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

50.1.1 Each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:

- 1) In the actual or purported execution and/or discharge of his duties, or in relation to them; and
- 2) In relation to the company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of CA 2006),
- 3) including (in each case) any liability incurred by him in defending any civil or criminal proceedings in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and

50.1.2 The Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 50.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

50.2 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.

50.3 In this Article 50:

50.3.1 Companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

50.3.2 A **relevant officer** means any director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of CA 2006) and may, if the members so decide, include any person engaged by the Company (or any associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).

51. Insurance

51.1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

51.2 In this Article 49:

51.2.1 A **relevant officer** means any director or other officer or former director or Board member or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of CA 2006;

51.2.2 A **relevant loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that officer'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

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

52. Changes to the Memorandum of Articles

52.1 Any further changes to the Memorandum or Articles of Association shall require the passing of a special resolution by those members entitled to vote at a general meeting.

ⁱ See [Part 6] of the Regulator's information and guidance notes. Inclusion of the provisions contained in article 3.1 to 3.3 is mandatory, reflecting sub-paragraphs (1) to (3) of paragraph 1 of Schedule 1 to the Regulations

ⁱⁱ On the specification of the company's objects, see [Part 5] of the Regulator's information and guidance notes

SCHEDULE INTERPRETATION

Defined terms

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

	Term	Meaning
1	Address	includes a number or address used for the purposes of sending or receiving Documents by Electronic Means;
2	Articles	the Company's articles of association
3	Asset-locked body	means (1) a community interest company, a charity ²⁵ or a Permitted Industrial and Provident Society, or (n) a body established outside the United Kingdom that is equivalent to any of those,
4	Bankruptcy	includes individual insolvency proceedings in a Jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy,
5	The BID Area	Means the area within which the Company operates the BID
6	The BID Board	Means the body formed by the meeting of the appointed Directors of the BID Company to discharge their responsibilities under the demands of the Companies Act 2006.
7	The BID Levy	Means the charge to be levied and collecte against the BID levy payers within the area of the BID

8	The BID Levy Paying Members	Means those members of the Company who are non-domestic ratepayers responsible for paying the BID levy who have confirmed in writing that they wish to be formally admitted as Company Members and whose application for membership has been accepted by the BID Board.
9	Chair	has the meaning given in Article 10,
10	Circulation Date	in relation to a written resolution, has meaning given to it in the Companies Acts,
11	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,
12	Community	is to be construed in accordance with accordance with Section 35(5) of the Company's (Audit) Investigations and Community Enterprise) Act 2004,
13	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,
14	Company	Keighley BID CIC
15	Conflicts 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,
16	Director	a director of the Company, and includes any person occupying the position of director, by whatever name called;
17	Document	Includes unless otherwise specifies any document sent or supplied in Electronic form
18	Electronic Form and Electronic Means	Have the meanings respectively given to them in Section 1168 of the Companies Act 2006
19	Hard Copy Form	Has the meaning given to it in the Companies Act 2006
20	Local Authority Representative	Means an individual representing a local authority from 'City of Bradford Metropolitan District Council'
21	Local Authorities	Means local councils
22	Office	The registered office of the company
23	Member	Has the meaning given to that term in section 112 of Companies Act 2006; together with the following: BID Members means BID levy paying Members
24	Memorandum	The company's memorandum of association

25	Observers	Means individuals from statutory, public or local agencies invited to observe at Board or sub group meetings but who shall not be permitted voting rights in relation to any business conducted at those meetings
26	Occupiers	Means those voluntary members who occupy property or premises within the BID area
27	Model Articles	Means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 209/3229) as amended prior to the date of adoption of these Articles
28	Non-conflicted Director	Means any director who is not a conflicted
29	Ordinary Resolution	Has the meaning given to that term in section 282 of Companies Act 2006.
30	Participate	In relation to a directors' meeting, has the meaning given to that term in Article 14.
31	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 Benefits Societies (Restriction on use of assets) Regulation 2006 or Regulation 4 of the Community Benefit Societies (Restriction on use of assets) Regulations (Northern Ireland) 2006.
32	The Regulator	Means the Regulator of Community Interest Companies
33	Secretary	The secretary of the Company (if any)
34	Specified	Means specified in the memorandum or articles of association of the Company for the purposes of this paragraph
35	Subsidiary	Has the meaning given in section 1159 of the Companies Act 2006
36	Transfer	Includes every description of disposition, payment, release or distribution and the creation or extinction of an estate of interest in, or right over, any property
37	The Voluntary Membership Agreement	Means an agreement to be entered into between a voluntary member of the Company which sets out the terms of the (annual) subscription and/or the basis upon which voluntary payments shall be made.
38	Voluntary Contributions	Means contributions paid to the Company by voluntary members or BID levy paying members to be used towards securing or procuring the BID Proposal and objectives of the Company the level of such contribution and payment method to be determined annual by the board.

39	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.
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- 1.1 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in CA 2006 as in force on the date when these Articles become binding on the Company shall have the same meanings in these Articles.
- 1.2 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.3 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time and shall include any orders, regulations or subordinate legislation from time to time made under it and any amendment or re-enactment of it or any such orders, regulations or subordinate legislation for the time being in force.
- 1.4 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.5 No regulations set out in any statute or in any statutory instrument or other subordinate legislation concerning companies, including but not limited to the Model Articles, shall apply to the Company, but the following shall be the articles of association of the Company.

Members

- i) The subscribers to the Memorandum of Association of the company and such other persons as are admitted to membership in accordance with the articles shall be members of the company. No person shall be admitted a member of the Company unless his application for membership is approved by the directors.
- ii) Membership of the Company shall be determined as follows:
 - BID levy paying members** – these shall consist of those BID levy payers who have provided written confirmation to the Company that they are BID levy payers, have paid their BID levy in full and wish to be formally admitted as BID members
And
 - Voluntary Members** – Prior to membership such levy payers will be required to submit an application for membership to the Board in such form as the directors may require.

Such group or person will not be admitted as voluntary members unless first approved by the Board of Directors. Voluntary members may be required to enter into a voluntary member's agreement as a condition of membership.

BID levy paying members are compelled to pay as long as the BID is live and their business is within the qualifying area. Voluntary members do not have the same legal obligation to pay the levy. As a consequence voluntary members will have access to the services provided through the BID within the BID area however they will not have voting rights relating to the management of the BID.

Liability of members

- I. The liability of each member is limited to £1.00, being the amount that each member undertakes to contribute to the assets of the Company in the event of it being wound up while he is a member or within one year after he ceases to be a member, for:
- II. payment of the Company's debts and liabilities contracted before he ceases to be a member;

payment of the costs, charges and expenses of winding up; and adjustment of the rights of the contributories among themselves.