

THE MAZE GROUP COMMUNITY INTEREST COMPANY

A Community Interest Company, Limited by Guarantee

Company No. 10625475

Incorporated 17th February 2017

ARTICLES OF ASSOCIATION

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Articles of Association of

THE MAZE GROUP COMMUNITY INTEREST COMPANY

A Company Limited by Guarantee
and not having a share capital

1. Defined Terms

The interpretation of these Articles is governed by the provisions set out in the Schedule at the end of the Articles. References to “the Company” mean THE MAZE GROUP COMMUNITY INTEREST COMPANY.

COMMUNITY INTEREST COMPANY AND ASSET LOCK

2. Community Interest Company

The Company is to be a community interest company.

3. Asset Lock

3.1 The Company shall not transfer any of its assets other than for full consideration.

3.2 Provided the conditions in Article 3.3 are satisfied, Article 3.1 shall not apply to—

- (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 Articles of the Company.

3.4 If—

- (a) the Company is wound up under the Insolvency Act 1986; and
- (b) all its liabilities have been satisfied

any residual assets shall be given or transferred to one or more asset-locked bodies approved by the Regulator for this purpose.

4. Not for profit

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

OBJECTS, POWERS AND LIMITATION OF LIABILITY

5. Objects

The objects of the Company are to carry on activities which benefit the community and in particular (without limitation) to promote a better understanding of how children with Special Educational Needs are affected by their condition, through the MAZE Approach.

6. Powers

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

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

7. Limit of members' liability

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—

- (a) payment of the Company's debts and liabilities contracted before he or she ceases to be a member;
- (b) payment of the costs, charges and expenses of winding up; and
- (c) adjustment of the rights of the contributories among themselves.

MEMBERS AND AFFILIATES

BECOMING AND CEASING TO BE A MEMBER

8. Becoming a member

- 8.1 The subscribers to the Memorandum are the first members of the Company.
- 8.2 Such other persons as are admitted to membership in accordance with the Articles shall be members of the Company.
- 8.3 Each member of the Company shall be a Director.
- 8.4 No person shall be admitted a member of the Company unless he or she is approved by the Directors.
- 8.5 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.

9. Termination of membership

- 9.1 Membership is not transferable to anyone else.
- 9.2 Membership is terminated if—
 - (a) the member dies or ceases to exist;
 - (b) otherwise in accordance with the Articles; or
 - (c) a member ceases to be a Director.

10. Register of Members

- 10.1 The Company shall keep a Register of Members containing the name and address of every member, the date on which she or he became a member and the date on which she or he ceased to be a member. Every member shall sign a written consent to become a member.
- 10.2 A member shall notify the Company in writing within seven days if they change their name or address.

11. Affiliates

- 11.1 Individuals and organisations who are supportive of the objects of the Company may be admitted as Affiliates. Affiliates shall enjoy such privileges as the Directors may consider appropriate, and may be required to pay an annual subscription or other fee at the discretion of the Directors.
- 11.2 Affiliates may be invited to attend and speak at meetings of the Company, but shall not hold voting rights or be counted for the purpose of calculating a quorum or be treated as members for any other purpose of the Articles or of statute.

DIRECTORS

APPOINTMENT AND RETIREMENT OF DIRECTORS

12. Directors

The Company shall have a Board of Directors comprising all the members of the Company for the time being.

13. Appointment of Directors

- 13.1 The Directors may appoint additional Directors as and when they see fit. Each Director shall be appointed for a term of one year, at the end of which the other Directors shall decide whether he or she should retire from office or continue for another year. Directors may be re-appointed indefinitely in this manner.
- 13.2 A person who is appointed as a Director shall also be admitted as a member of the Company.

14. Excluded persons

None of the following may be appointed as a Director of the Company—

- (a) a person aged under 16 years;
- (b) a person who is an undischarged bankrupt or is otherwise disqualified by law from serving as a company director.

15. Disqualification and removal of Directors

- 15.1 A person ceases to be a Director as soon as—
- (a) he or she resigns in writing to the Company; or
 - (b) a bankruptcy order is made against that person, or an order is made against that person in individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy; or
 - (c) a composition is made with that person's creditors generally in satisfaction of that person's debts; or
 - (d) that person is otherwise disqualified by law from serving as a director of a company.
- 15.2 Upon ceasing to be a Director of the Company, a person shall also cease to be a member.

DIRECTORS' POWERS AND RESPONSIBILITIES

16. Directors' general authority

Subject to the Articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

17. Directors may delegate

- 17.1 The Directors may delegate any of their powers to committees or individuals, and the terms of any delegation must be recorded in the minute book. The Directors may subsequently revoke or alter a delegation.

- 17.2 The Directors may impose conditions when delegating, including the conditions that—
- (a) the relevant powers are to be exercised exclusively by the committee or person to whom they delegate;
 - (b) no expenditure may be incurred on behalf of the Company except in accordance with a budget previously agreed by the Directors, and no committee or person may bind the Company to any contract without the approval of the Directors.

18. Directors' remuneration and expenses

- 18.1 Directors may receive reasonable remuneration for any services they provide to the Company, whether on a contract of employment or otherwise, provided that at no time shall more than one-half of the Directors be in receipt of any such payments.
- 18.2 All Directors may be reimbursed any reasonable expenses which they properly incur in connection with the business of the Company.

DECISION-MAKING BY DIRECTORS

19. Directors to take decisions collectively

Any decision of the Directors must be either (a) a majority decision, taken at a meeting, or (b) a unanimous decision taken in accordance with Article 21.

20. Single Director

If the Company only has one Director, the general rule does not apply, and the Director may take decisions without regard to any of the provisions of the Articles relating to Directors' decision-making.

21. Unanimous decisions

A decision of the Directors may be taken without a meeting or discussion if all the Directors indicate to each other, by any means, that they share a common view on a matter. The date of the decision shall be the date on which the last Director gives his or her assent and shall be recorded in the minute book.

22. Calling a Directors' meeting

- 22.1 A meeting of the Directors may be summoned by any Director by giving reasonable notice of the meeting to all the Directors.
- 22.2 Notice of any Directors' meeting must indicate—
- (a) its proposed date and time;
 - (b) where it is to take place; and
 - (c) if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 22.3 Notice of a Directors' meeting must be given to each Director, but need not be in writing.
- 22.4 Notice of Directors' meetings may be sent by electronic means to an address provided by the Director for the purpose.

23. Participation in Directors' meetings

- 23.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when—
- (a) the meeting has been called and takes place in accordance with the Articles; and
 - (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

- 23.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.
- 23.3 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.

24. Quorum for Directors' meetings

- 24.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 24.2 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than two, and unless otherwise fixed it is two.

25. Chair

The Directors may appoint one of their number to be the Chair of the Board of Directors for such term of office as they determine, and may at any time remove him or her from office.

26. Chairing of Directors' meetings

The Chair, if any, shall preside at each Directors' meeting. If there is no Chair, or if he or she is not present, the Directors present shall choose one of their number to chair the meeting.

27. Decision-making at meetings

- 27.1 Questions arising at a Directors' meeting shall be decided by a majority of votes.
- 27.2 In all proceedings of Directors each Director must not have more than one vote.
- 27.3 In case of an equality of votes, the Chair shall not have a second or casting vote and the resolution shall be lost.

28. Conflicts of interest

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

29. Register of Directors' interests

The Directors shall cause a register of Directors' interests to be kept. A Director must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared.

30. Regulations

The Directors may from time to time make, adopt and amend such regulations in the form of bylaws, standing orders, secondary rules or otherwise as they may think fit for the management, conduct and regulation of the affairs of the Company and the proceedings and powers of the Directors and committees, provided that such regulations are not inconsistent with the Articles, and do not amount to an addition or alteration such as could only legally be made by an alteration to the Articles.

MEMBERS' DECISION-MAKING

WRITTEN RESOLUTIONS

31. Decision by written resolution

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

GENERAL MEETINGS

32. Members' meetings

- 32.1 The Company shall hold at least one general meeting in every calendar year, the Annual General Meeting. Each Annual General Meeting shall be held no more than 15 months after the last.
- 32.2 The Directors may call a general meeting at any time.
- 32.3 General meetings must be held in accordance with the provisions regarding such meetings in the Companies Acts.

33. Notice of meetings

- 33.1 All general meetings must be called by at least 14 clear days' notice to all members of the Company. A general meeting may be called with short notice if it is so agreed by at least 90% of the members of the Company.
- 33.2 Every notice calling a general meeting must specify the place, day and time of the meeting, whether it is a general or an annual general meeting, and the general nature of the business to be transacted.
- 33.3 If a special resolution is to be proposed, the notice must include the proposed resolution and specify that it is proposed as a special resolution.

34. Quorum for general meetings

No business may be transacted at any general meeting unless a quorum is present. A quorum shall be one half of the members of the Company.

35. Chairing general meetings

The Chair (if any) or, in his or her absence, some other Director nominated by the Directors will preside as chair of every general meeting.

36. Voting at general meetings

- 36.1 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.
- 36.2 Article 36.1 shall not prevent a person who is a proxy for a member from voting at a general meeting of the Company.
- 36.3 A member who cannot attend a General Meeting may appoint any other person to act as proxy for him or her by sending the Company a notice in writing (a "proxy notice") which—
- (a) states the name and address of the member appointing the proxy;
 - (b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
 - (c) is signed by or on behalf of the member appointing the proxy; and
 - (d) is delivered to the Company in accordance with any instructions contained in the notice of the general meeting to which they relate.
- 36.4 The proxy notice may—
- (a) specify that the proxy must vote this way or that on any particular resolution; or
 - (b) authorize the proxy to vote in accordance her or his own judgement.

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

37. Means of communication to be used

Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way which the Companies Act 2006 provides for.

38. Irregularities

The proceedings at any meeting or the making of any decision shall not be invalidated by reason of any accidental irregularity (including any accidental omission to give or any non-receipt of notice) or because anyone participating in the decision or meeting was not in fact qualified to do so, unless the Companies Acts specify otherwise.

39. Minutes

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

40. Records and accounts

The Directors shall comply with the requirements of the Companies Acts as to keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Regulator of—

- (a) annual reports;
- (b) annual returns; and
- (c) annual statements of account.

41. Audit

41.1 In accordance with the law for the time being in force the Company may choose to take advantage of the small company audit exemptions if it is eligible to do so.

41.2 The Company's income and expenditure account and balance sheet shall be subject to professional audit if—

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

42. Social audit

42.1 The Company shall conduct an annual social audit in addition to any financial audit that may be undertaken. A social audit shall seek to measure the social benefits and costs of the Company's activities, its effect on beneficiaries and the wider community, and other factors, such as environmental impact, as may be agreed by the Directors.

42.2 A social audit may be commissioned from an external reporter or it may be conducted by the Company itself.

42.3 The results of any social audit shall be circulated to all Directors, and may be made available to others at the discretion of the Directors.

43. Indemnity

43.1 Subject to Article 43.2, a relevant Director of the Company or an associated company may be indemnified out of the Company's assets against—

- (a) any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company;
- (b) any liability incurred by that Director in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006); and
- (c) any other liability incurred by that Director as an officer of the Company or an associated company.

43.2 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.

43.3 In this Article—

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

44. Insurance

44.1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant Director in respect of any relevant loss.

44.2 In this Article—

- (a) a “relevant Director” means any Director or former Director of the Company or an associated company;
- (b) a “relevant loss” means any loss or liability which has been or may be incurred by a relevant Director in connection with that Director’s duties or powers in relation to the Company, any associated company or any pension fund or employees’ share scheme of the Company or associated company; and
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

45. Exclusion of model articles

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

SCHEDULE

INTERPRETATION

46. Defined terms

46.1 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 England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
“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”	the community interest company governed by these Articles;
“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;
“participate”	in relation to a Directors’ meeting, has the meaning given in Article 23;
“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;
“the Regulator”	means the Regulator of Community Interest Companies;
“Secretary”	the secretary of the Company (if any);
“specified”	means specified in the articles of association of the Company for the purposes of this paragraph;
“subsidiary”	has the meaning given in section 1159 of the Companies Act 2006;
“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.

46.2 Subject to clause 46.3 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.

46.3 Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Acts as in force on the date when these Articles become binding on the Company.