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Company number 09696326

The Companies Act 2006

Community Interest Company Limited by Guarantee

Articles of Association

of

Gunnersbury Estate (2026) CIC

The Companies Act 2006

Community Interest Company Limited by Guarantee

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The Companies Act 2006
Articles of Association
of
Gunnorsbury Estate (2026) CIC

INTERPRETATION

1. Defined Terms

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

COMMUNITY AND 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 Memorandum and 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 the asset-locked body specified in Article 3.5 below.

- 3.5 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: The Gunnersbury Museum and Park Development Trust

Charity Registration Number (if applicable): 1168709

Company Registration Number (if applicable): 09152522

Registered Office: Minerva House, 5 Montague Close, London, SE1 9BB

4. Not for profit

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. Objects

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

- 5.1 to operate and promote the Gunnersbury Estate for the benefit of the community, including

(a) to advance education through the operation and development of the Gunnersbury Museum and the preservation, conservation and interpretation of the Gunnersbury Museum collections, and the historical buildings and landscape within the Gunnersbury Park;

(b) to operate and enhance the provision of both indoor and outdoor facilities in Gunnersbury Park in the interests of social welfare for recreation or other leisure time occupation of individuals who have need of such by reason of their youth, age, infirmity or disability, financial hardship or social circumstances or for the public at large with the object of improving their conditions of life;

(c) to operate, provide or assist in the provision of community facilities to be available to all sections of the community without distinction, including use of meetings, lectures and classes and/or forms of recreation and leisure time occupation with the object of improving the conditions of life for all those who use the facilities on the Gunnersbury Estate.

- 5.2 to aid, support and/or collaborate with the Gunnersbury Museum and Park Development Trust in the delivery of its charitable objects to raise funds and undertake activities on the Gunnersbury Estate and in the local community.

6. Powers

The Company may do all such lawful things as may further the Company's objects and, in particular, but, without limitation, the powers listed in Schedule 2.

7. Liability of Members

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:

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

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

8. Number of Directors and Directors' general authority

- 8.1 There shall be at least five and no more than nine Directors.
- 8.2 A majority of the Directors must be Trust Directors.
- 8.3 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.

9. Members' reserve power

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

10. Chair

- 10.1 Subject to Article 10.2 the Directors may appoint one of their number to be the chair of the Directors for such term of office as they determine and may at any time remove him or her from office.
- 10.2 The Directors shall where possible, appoint a Director to be chair on a rotational basis where each Director appointed to be Chair for a reasonable period of time as agreed by the Directors.

11. Directors may delegate

- 11.1 Subject to the Articles (and in particular Article 11.4 below) the Directors may delegate any of the powers which are conferred on them under the Articles:
- (a) to such person or committee;
 - (b) by such means (including by power of attorney);
 - (c) to such an extent;
 - (d) in relation to such matters or territories; and
 - (e) on such terms and conditions;
- as they think fit.
- 11.2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.
- 11.3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions at any time.
- 11.4 Any Director shall ensure that where they delegate to a person under Article 11(1)(a) any delegate has suitable experience and skills to ensure that they can contribute on behalf of the delegating Director and is fully aware of the issues that are to be discussed and/or decided upon.

12. Committees

- 12.1 Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors.
- 12.2 The Directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.

DECISION-MAKING BY DIRECTORS

13. Directors to take decisions collectively

Any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Article 19.

14. Calling a Directors' meeting

14.1 Two Directors may (and the Secretary, if any, must at the request of two Directors) call a Directors' meeting.

14.2 A Directors' meeting must be called by at least seven Clear Days' notice unless either:

- (a) all the Directors agree; or
- (b) urgent circumstances require shorter notice.

14.3 Notice of Directors' meetings must be given to each Director.

14.4 Every notice calling a Directors' meeting must specify:

- (a) the place, day and time of the meeting; and
- (b) if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

14.5 Notice of Directors' meetings may be sent by Electronic Means to an Address provided by the Director for the purpose.

15. Participation in Directors' meetings

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

- (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 whether in person or by electronic means or any combination of these.

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

15.3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

16. Quorum for Directors' meetings

- 16.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 16.2 The quorum for Directors' meetings is three, or such higher number as the Sole Member may resolve from time to time, and there must be at least two Trust Directors present to form a quorum.
- 16.3 Where Trust Directors have a Conflict of Interest in relation to a proposed Directors' meeting or resolution due to their connection with the Sole Member which cannot be resolved via an authorisation under Article 21, and this means that the quorum in Article 16.2 is not satisfied, then in respect of the relevant part of that Directors' meeting or resolution the quorum will be two Directors with no requirement for Trust Directors to be present.
- 16.4 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision to arrange for the Sole Member to appoint further Directors or amend the quorum requirements either generally or specifically for the purposes of any specific decision

17. Chairing of Directors' meetings

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

18. Decision making at a meeting

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

19. Decisions without a meeting

- 19.1 The Directors may take a unanimous decision without a Directors' meeting by indicating to each other by any written or recorded means, including without limitation by Electronic Means, that they share a common view on a matter. Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by each Director or to which each Director has otherwise indicated agreement in Writing.

- 19.2 A decision which is made in accordance with Article 19.1 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:
- (a) written approval from each Director must be received by one person being either such person as all the Directors have nominated in advance for that purpose or such other person as volunteers if necessary (“the Recipient”), which person may, for the avoidance of doubt, be one of the Directors;
 - (b) following receipt of responses from all of the Directors, the Recipient must communicate to all of the Directors by any means whether the resolution has been formally approved by the Directors in accordance with this Article 19.2;
 - (c) the date of the decision shall be the date of the communication from the Recipient confirming formal approval;
 - (d) the Recipient must prepare a minute of the decision in accordance with Article 32.

20. Conflicts of interest

- 20.1 Whenever a Director finds himself or herself in a situation that is reasonably likely to give rise to a Conflict of Interest, he or she must declare his or her interest to the other Directors either in writing in advance of any meeting or at a meeting unless, or except to the extent that, the other Directors are or ought reasonably to be aware of it already.
- 20.2 If any question arises as to whether a Director has a Conflict of Interest, the question shall be decided by a majority decision of the other Directors.
- 20.3 Whenever a matter is to be discussed at a meeting or decided in accordance with Article 19 and a Director has a Conflict of Interest in respect of that matter then, subject to Article 21, he or she must:
- (a) remain only for such part of the meeting as in the view of the other Directors is necessary to inform the debate;
 - (b) not be counted in the quorum for that part of the meeting; and
 - (c) withdraw during the vote and have no vote on the matter.
- 20.4 When a Director has a Conflict of Interest which he or she has declared to the Directors, he or she shall not be in breach of his or her duties to the Company by withholding confidential information from the Company if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her.

21. Directors' power to authorise a conflict of interest

21.1 The Directors have power to authorise a Director to be in a position of Conflict of Interest provided:

- (a) in relation to the decision to authorise a Conflict of Interest, the conflicted Director must comply with Article 20.3;
- (b) in authorising a Conflict of Interest, the Directors can decide the manner in which the Conflict of Interest may be dealt with and, for the avoidance of doubt, they can decide that the Director with a Conflict of Interest can participate in a vote on the matter and can be counted in the quorum; and
- (c) the decision to authorise a Conflict of Interest can impose such terms as the Directors think fit and is subject always to their right to vary or terminate the authorisation.

21.2 If a matter, or office, employment or position, has been authorised by the Directors in accordance with Article 21.1 then, even if he or she has been authorised to remain at the meeting by the other Directors, the Director may absent himself or herself from meetings of the Directors at which anything relating to that matter, or that office, employment or position, will or may be discussed.

21.3 A Director shall not be accountable to the Company for any benefit which he or she derives from any matter, or from any office, employment or position, which has been authorised by the Directors in accordance with Article 21.1 (subject to any limits or conditions to which such approval was subject).

22. Register of Directors' interests

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

APPOINTMENT AND RETIREMENT OF DIRECTORS

23. Appointment of directors

23.1 Any person who is

- (a) willing to act as a Director, and
- (b) is permitted by law to do so, and
- (c) has the requisite skills and experience to contribute to balance of the skills and experience of the other Directors

may be appointed to be a Director.

- 23.2 The Sole Member may appoint and remove Directors by service of a notice to that effect on the Company. The notice shall be in writing signed by its Authorised Representative and served at the registered office.

24. Termination of Director's appointment

A person ceases to be a Director as soon as:

- 24.1 that person ceases to be a Director by virtue of any provision of the Companies Acts, or is prohibited from being a Director by law;
- 24.2 a bankruptcy order is made against that person, or an order is made against that person in individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
- 24.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;
- 24.4 notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least three Directors (including two Trust Directors) will remain in office when such resignation has taken effect);
- 24.5 in the written opinion of a registered medical practitioner who is treating that person, they have become physically or mentally incapable of acting as a Director and may remain so for a period of at least three months, and a majority of the other Directors resolve that they must cease to hold office;
- 24.7 that person is absent without permission from three consecutive meetings of the Directors and it is resolved by a majority of the other Directors to remove the Director;
- 24.8 that person breaches their duties under the Companies Act and in particular the duties for the proper management of conflicts of interest and the Board resolves to remove them by a resolution by 75 per cent. of the other Directors present and voting at a meeting and that prior to such a meeting the Director in question has been given written notice of the intention to propose such a resolution at the meeting;
- 24.9 that person is removed from office by a resolution of at least 75 per cent. of the other Directors present and voting at a Board meeting provided:
- (a) at least half of the serving Directors are present at the meeting; and

- (b) that prior written notice of meeting and the intention to propose such a resolution has been given to the Director in question; or

24.10 that person dies.

25. Directors' remuneration

25.1 Directors may undertake any services for the Company that the Directors decide.

25.2 Directors are entitled to such reasonable remuneration as the Sole Member decides:

- (a) for their services to the Company as Directors; and
- (b) for any other service which they undertake for the Company.

25.3 Subject to the Articles, a Director's remuneration may:

- (a) take any form; and
- (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.

25.4 Unless the Sole Member decides otherwise, Directors' remuneration accrues from day to day.

25.5 Unless the Sole Member decides otherwise, Directors are not accountable to the Company for any remuneration which they receive as Directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

25.6 For the avoidance of doubt, a Trust Director may not be paid unless the Sole Member's governing document permits this or the Charity Commission has given its consent to the payment.

26. Directors' expenses

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

26.1 meetings of Directors or committees of Directors;

26.2 general meetings; or

26.3 separate meetings of any class of Members or of the holders of any debentures of the Company,

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

MEMBERSHIP

27. Sole Member

27.1 Subject to Article 27.2, the only member of the Company shall be the Sole Member.

27.2 If the Sole Member ceases to function or is wound up, the Directors shall automatically be admitted as Members.

28. General meetings

28.1 Subject to the provisions of the Act, the Company shall dispense with the holding of general meetings. The Company shall pass resolutions in accordance with Article 29.

28.2 The Sole Member shall appoint an Authorised Representative to act on its behalf and any resolution signed by the Authorised Representative shall constitute a resolution of the Sole Member.

28.3 Where the Act requires or the Sole Member requests a meeting to be held, the provisions of the model articles contained in the Companies (Model Articles) Regulations (SI 2008/3229), as amended from time to time, relating to the calling and holding of meetings for private companies limited by shares shall apply.

28.4 Each member shall have one vote at a general meeting.

WRITTEN RESOLUTIONS

29. Written resolutions

29.1 A resolution may be passed by the Members in writing in accordance with the Act and a resolution passed in this way shall be valid and effective as if it had been passed at a general meeting of the Company duly convened and held.

29.2 A resolution proposed as a written resolution shall

- (a) be sent to all Members;
- (b) be accompanied by a statement informing the Member how to signify agreement to the resolution and the date by which the resolution must be passed if it is not to lapse; and
- (c) state on the face of the resolution that it is a special resolution, if this is the case.

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

30. Means of communication to be used

- 30.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.
- 30.2 Subject to the Articles, any notice or Document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or Documents for the time being.
- 30.3 A Director may agree with the Company that notices or Documents sent to that Director in a particular way are to be deemed to have been received within an agreed time of their being sent, and for the agreed time to be less than 48 hours.

31. Irregularities

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not referred to in the notice unless a provision of the Companies Acts specifies that such informality, irregularity or want of qualification shall invalidate it.

32. Minutes

- 32.1 The Directors must cause minutes to be made in books or electronic formats kept for the purpose:
- (a) of all appointments of officers made by the Directors;
 - (b) of all resolutions of the Company and of the Directors; and
 - (c) of all proceedings at meetings of the Company and of the Directors, and of committees of Directors, including the names of the Directors present at each such meeting;

and any such minute, if purported to be signed (or in the case of minutes of Directors' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any Member or Director of the Company, be sufficient evidence of the proceedings.

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

33. Records and accounts

The Directors shall comply with the requirements of the Companies Acts as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Regulator of:

33.1 annual reports;

33.2 annual returns; and

33.3 annual statements of account.

34. Indemnity

34.1 Subject to Article 34.2, 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.

34.2 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.

34.3 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.

35. Insurance

35.1 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.

35.2 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.

36. Exclusion of model articles

Save as provided in Article 28.3, the relevant model articles for a company limited by guarantee are hereby expressly excluded.

SCHEDULE
INTERPRETATION

Defined terms

Subject to the following paragraph 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.

Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles become binding on the Company.

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;
“Authorised Representative”	means any individual nominated by the Sole Member to act as its representative at any meeting of the Company in accordance with Article 28.2;
“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;
“Chair”	has the meaning given in Article 10;
“CIC Legislation”	means the Companies (Audit, Investigations and Community Enterprise) Act 2004 and the Community Interest Company (Amendment) Regulations 2009 (in each case as amended) and any other legislation governing the management of Community Interest Companies;
“Circulation Date”	in relation to a written resolution, has the meaning given to it in the Companies Acts;
“Clear Days”	in relation to the period of a notice, that period

	excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
“community”	is to be construed in accordance with accordance with Section 35(5) of the Company’s (Audit Investigations and Community Enterprise) Act 2004;
“Companies Acts”	means the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Company;
“Company”	Gunnersbury Estate C.I.C.;
“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”	includes any person occupying the position of director, by whatever name called and “Directors” shall be construed accordingly;
“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;
“Independent Director”	A director appointed pursuant to these Articles who is not an elected member or officer of either of the LA Members, and who has specific experience and/or expertise to assist the Company achieve its Objects;
“meeting”	means a meeting in accordance with the these Articles (in particular Articles 14 and 29)
“Members” or “members”	includes any person who is a member of the Company;
“Memorandum”	the Company’s memorandum of association;
“paid”	means paid or credited as paid;
“participate”	in relation to a Directors’ meeting, has the meaning given in Article 15;
“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);
“Sole Member”	means The Gunnersbury Museum and Park Development Trust (company registration number 09152522 and charity registration number 1168709);
“specified”	means specified in the memorandum and 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
“Trust Director”	a Director who is also a trustee of the Sole Member;
“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.

SCHEDULE 2

POWERS

1 Acquisition, management and disposal of assets

- 1.1 to buy, take on lease, share, hire or otherwise acquire property of any sort;
- 1.2 to sell, lease or otherwise dispose of all or any part of the property belonging to the Company, as permitted by the CIC Legislation;
- 1.3 borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds
- 1.4 to charge the whole or any part of the property belonging to the Company as security;
- 1.5 to construct, alter, provide, manage, maintain, furnish and fit with all the necessary furniture and other equipment any buildings and any other premises, structures or land;
- 1.6 to fund the asset-locked body specified in Article 3.5 by way of a grant or otherwise, and to the extent there are distributable profits available the Directors may make payments to the Sole Member by way of Gift Aid;

2 Staff, agents and advisers

- 2.1 to employ and pay any employees and other staff, consultants, agents and advisers;
- 2.2 to make provision for the payment of pensions and other benefits to or on behalf of employees and their dependants;

3 Funding

- 3.1 to raise funds in any way including by way of contribution, grant, subscription, entering into contracts and carrying on trade and to decline or disclaim any particular funding;
- 3.2 to give or receive guarantees or indemnities;

4 Activities

- 4.1 to sell goods and services of any kind, as permitted by the CIC Legislation;
- 4.2 to organise and assist in the provision of conferences, courses, exhibitions, lectures and other educational activities;
- 4.3 to promote or undertake study or research and disseminate the useful results of such research;

- 4.4 to produce, print and publish anything in or on any media;
- 4.5 to provide grants, scholarships, awards or materials in kind and to provide or procure the provision of services, education, training, consultancy, advice, support, counselling or guidance;
- 4.6 to promote and advertise the Company's activities and to seek to influence public opinion and policy and regulation implemented or proposed to be implemented by government or statutory authorities or other public bodies by undertaking campaigning;
- 4.7 to undertake the administration or management (whether as trustee, agent or otherwise) of any charitable trust;
- 4.8 to accept any property upon or on any special trusts, or for any institutions or purposes either specified or to be specified by some person other than the Directors;

5 Collaboration

- 5.1 to establish, promote and otherwise assist in any way any limited company or companies or other bodies, and to establish the same either as a wholly owned subsidiary of the Company or jointly owned with other persons and to finance such bodies by way of loan, share subscription, or other means;
- 5.2 to take control of, support, co-operate, federate, merge, join or amalgamate with any other persons;
- 5.3 to transfer to or to purchase or otherwise acquire from any person with or without consideration, any property, assets or liabilities, and to perform any of their engagements, as permitted by the CIC Legislation;
- 5.4 to co-operate, partner and enter into any other arrangements with any person;
- 5.5 to enter into contracts to provide services to or on behalf of other bodies;

6 Banking and Insurance

- 6.1 to open and operate bank accounts and other banking facilities including by using internet banking or other electronic authentication methods;
- 6.2 to insure any risks arising from the Company's activities;
- 6.3 to purchase indemnity insurance for the Directors in accordance with and to the extent permitted by law;

7 Investment

- 7.1 to invest in any investments, securities or properties;
- 7.2 to accumulate and set aside funds for special purposes or as reserves; and

- 7.3 to delegate the management of investments, upon such terms and at such remuneration as the Company may think fit.
- 7.4 to arrange for investments or other property of the Company to be held in the name of a nominee company acting under the control of the Directors or of a financial expert acting under their instructions, and to pay any reasonable fee required;