

**FILE COPY**



**CERTIFICATE OF INCORPORATION  
OF A  
COMMUNITY INTEREST COMPANY**

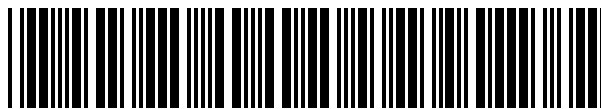
Company Number **13663114**

The Registrar of Companies for England and Wales, hereby certifies that

**BAOBAB BACH CIC**

is this day incorporated under the Companies Act 2006 as a Community Interest Company; is a private company, that the company is limited by guarantee, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on **5th October 2021**



\*N13663114C\*



**Companies House**



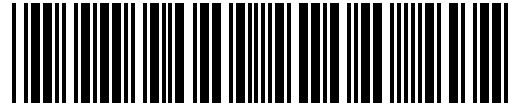
**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**



Companies House

**IN01**<sub>(ef)</sub>

**Application to register a company**



Received for filing in Electronic Format on the: **28/09/2021**

XADYNE3N

*Company Name in  
full:*

**BAOBAB BACH CIC**

*Company Type:*

**Private company limited by guarantee**

*Situation of  
Registered Office:*

**England and Wales**

*Proposed Registered  
Office Address:*

**259 NEW ROAD  
PORTHCAWL  
WALES CF36 5BG**

*Sic Codes:*

**56290  
74901**

*Company Director*      *1*

*Company Director* 2

*Type:* **Person**

*Full Forename(s):* **MR ROBERT JOSEPH**

*Surname:* **MARSH**

*Former Names:*

*Service Address:* **65 DAVIS AVENUE  
BRYNCETHIN  
BRIDGEND  
WALES CF32 9JL**

Country/State Usually Resident: **WALES**

*Date of Birth:*    **\*\*/10/1948**                      *Nationality:*       **BRITISH**

*Occupation:* **RETIRED**

*The subscribers confirm that the person named has consented to act as a director.*

## *Company Director*      3

*Type:*                                      **Person**

*Full Forename(s):*                      **MISS MARIA**

*Surname:*                                **LALIC**

*Former Names:*

*Service Address:*                      **32 BLACKMILL ROAD  
BRYNCETHIN  
BRIDGEND  
WALES CF32 9YN**

*Country/State Usually  
Resident:*                                **WALES**

*Date of Birth:*      **\*\*/08/1958**                      *Nationality:*      **WELSH**

*Occupation:*      **SELF EMPLOYED**

*The subscribers confirm that the person named has consented to act as a director.*

## *Company Director*      4

*Type:*                                      **Person**

*Full Forename(s):*                      **MR RICHARD GLYN**

*Surname:*                                **HEATH**

*Former Names:*

*Service Address:*                      **7 GREAVE CLOSE**  
                                                 **WENVOE**  
                                                 **CARDIFF**  
                                                 **WALES CF5 6BU**

*Country/State Usually Resident:*      **WALES**

*Date of Birth:*      **\*\*/03/1961**                                      *Nationality:*      **BRITISH**

*Occupation:*      **RETIRED**

*The subscribers confirm that the person named has consented to act as a director.*

## *Company Director*      5

*Type:*                                      **Person**

*Full Forename(s):*                      **MR PETER JOHN**

*Surname:*                                **WESTWOOD**

*Former Names:*

*Service Address:*                      **recorded as Company's registered office**

*Country/State Usually Resident:*      **WALES**

*Date of Birth:*      **\*\*/03/1961**                                      *Nationality:*      **BRITISH**

*Occupation:*      **CONSULTANT**

*The subscribers confirm that the person named has consented to act as a director.*

## *Company Director*      6

*Type:*                              **Person**

*Full Forename(s):*              **MS MAXINE**

*Surname:*                        **LEWIS**

*Former Names:*

*Service Address:*              **43 VICTORIA STREET  
PONTYCYMER  
BRIDGEND  
WALES CF32 8NW**

*Country/State Usually  
Resident:*                        **WALES**

*Date of Birth:*      **\*\*/07/1968**                              *Nationality:*      **BRITISH**

*Occupation:*      **CHARITY WORKER**

*The subscribers confirm that the person named has consented to act as a director.*

## ***Persons with Significant Control (PSC)***

---

---

### **Statement of no PSC**

---

**The company knows or has reason to believe that there will be no registerable Person with Significant Control or Relevant Legal Entity (RLE) in relation to the company**

---

## *Statement of Guarantee*

---

I confirm that if the company is wound up while I am a member, or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for:

- payments of debts and liabilities of the company contracted before I cease to be a member;
- payments of costs, charges and expenses of winding up, and;
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.

*Name:* **ALISON WESTWOOD**

*Address* **259 NEW ROAD  
PORTHCAWL  
WALES  
CF36 5BG**

*Amount Guaranteed* **1**

*Name:* **ROBERT MARSH**

*Address* **65 DAVIS AVENUE  
BRYNCETHIN  
BRIDGEND  
WALES  
CF32 9JL**

*Amount Guaranteed* **1**

*Name:* **MARIA LALIC**

*Address* **32 BLACKMILL ROAD  
BRYNCETHIN  
BRIDGEND  
WALES  
CF32 9YN**

*Amount Guaranteed* **1**

*Name:* **RICHARD HEATH**

*Address* **7 GREAVE CLOSE  
WENVOE  
CARDIFF  
WALES  
CF5 6BU**

*Amount Guaranteed* **1**

*Name:* **PETER WESTWOOD**

*Address* **259 NEW ROAD  
PORTHCAWL  
WALES**

**CF36 5BG**

*Amount Guaranteed*

**1**

*Name:*

**MAXINE LEWIS**

*Address*

**43 VICTORIA STREET  
PONTYCYMER  
BRIDGEND  
WALES  
CF32 8NW**

*Amount Guaranteed*

**1**

## ***Statement of Compliance***

---

*I confirm the requirements of the Companies Act 2006 as to registration have been complied with.*

*memorandum delivered by an agent for the subscriber(s):* **YES**

*Agent's Name:* **WALES COOPERATIVE CENTRE**

*Agent's Address:* **UNIT 13 BEDDAU WAY  
CAERPHILLY  
WALES  
CF83 2AX**

---

## ***Authorisation***

*Authoriser Designation:* **agent** *Authenticated* **YES**

*Agent's Name:* **WALES COOPERATIVE CENTRE**

*Agent's Address:* **UNIT 13 BEDDAU WAY  
CAERPHILLY  
WALES  
CF83 2AX**

---

# COMPANY NOT HAVING A SHARE CAPITAL

## Memorandum of Association of BAOBAB BACH CIC

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

| Name of each subscriber | Authentication               |
|-------------------------|------------------------------|
| ALISON WESTWOOD         | Authenticated Electronically |
| ROBERT MARSH            | Authenticated Electronically |
| MARIA LALIC             | Authenticated Electronically |
| RICHARD HEATH           | Authenticated Electronically |
| PETER WESTWOOD          | Authenticated Electronically |
| MAXINE LEWIS            | Authenticated Electronically |

Dated: 28/09/2021

Company Number \_\_\_\_\_

THE COMPANIES ACT 2006

A COMMUNITY INTEREST COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM AND ARTICLES OF ASSOCIATION

of

[Baobab Bach CIC]

Incorporated the \_\_\_\_\_ day of \_\_\_\_\_



## ARTICLES OF ASSOCIATION OF

[Baobab Bach CIC]

### PRELIMINARY

1. The Company shall be bound by the regulations contained in the Companies (Model Articles) Regulations 2008 schedule 2 except where modified by these Articles. In the case of any variation or inconsistency between these Articles and the Model Articles, these Articles shall prevail.

### INTERPRETATION

2. In these Articles:-

- "the Act" means the Companies Act 2006 including any statutory amendments or re-enactment thereof for the time in force;
- "Asset Locked Body" means (i) a community interest company, a charity or a Permitted Society, or (ii) a body established outside the United Kingdom that is equivalent to any of those;
- "Community" is to be construed in accordance with section 35(5) of the Companies (Audit, Investigations and Community Enterprise) Act 2004 (the "2004 Act");
- "Charity" has the meaning given by paragraph 1 of Schedule 6 of the Finance Act 2010;
- "Permitted Society" means a registered 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;
- "registered society" means:
  - (i) a registered society within the meaning given by section 1(1) of the Co-operative and Community Benefit Societies Act 2014; or
  - (ii) a society registered or deemed to be registered under the Industrial and Provident Societies Act (Northern Ireland) 1969;
- "Regulations" mean the Community Interest Company Regulations 2005;
- "Regulator" means the Regulator of Community Interest Companies;
- "specified" means specified in the memorandum or articles of association of the company for the purposes of articles 11 and 12;
- "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;
- "Clear days" in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day on which it is to take effect;
- "Employee" means a person who is employed by the Company (whether full or part time) including a director of the Company;
- "Executed" includes any mode of execution;
- "The Secretary" means the secretary of the Company (if any) or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary.

3. Unless the context otherwise requires, words or expressions defined in the Act, the 2004 Act or the Regulations have the same meaning in these Articles and all reference to legislative provisions are to legislation concerned as amended, repealed, enacted or replaced and in force from time to time. The singular shall include the plural and vice versa.

## **COMMUNITY INTEREST COMPANY**

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

### **NAME**

5. The name of the Company is [Baobab Bach CIC ]
6. The registered office of the Company will be situated in Wales.

### **OBJECTS**

7. The Company's object is to carry on activities which benefit the community and in particular (without limitation) to:

To support the social, economic, financial and environmental regeneration of (but not limited to) Welsh Communities and surrounding areas through

1. To provide, facilitate, support and manage and facilities and premises that support individuals and communities to improve wellbeing and livelihoods.
2. Enable community development through supporting volunteering and helping individuals and communities into work.
3. Tackling food poverty, improving food security and developing sustainable food systems through growing projects and the distribution and sale of food and drink.
4. Recycling and upcycling materials to support environmental regeneration.
5. Any other commercial or charity activity that supports Regeneration of individuals and Communities.

and in carrying out these objects the Company shall act in accordance with the sustainable development principle and aim at achieving the well-being goals, as defined by the Well-being of Future Generations (Wales) Act 2015.

### **POWERS**

8. To further its objects the Company may do all such lawful things as may further the Company's objects and, in particular, but, without limitation, may borrow or raise and give security for the payment of money for any purpose including for the purposes of investment or of raising funds.

### **LIABILITY OF MEMBERS**

9. The liability of the members is limited.
10. Every member of the Company promises to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Company whilst they were a member, in the event of the same being wound up while they are a member or within one year after they cease to be a member.

## **ASSET LOCK**

11. The Company shall not transfer any of its assets other than for full consideration. Provided the conditions in paragraph 12 are satisfied, this article shall not apply to:
  - i) the transfer of assets to any specified Asset Locked Body, or (with the consent of the Regulator) to any other Asset Locked Body; and
  - ii) the transfer of assets made for the benefit of the community other than by way of a transfer of assets to an Asset Locked Body.
12. 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 or Articles of the Company.
13. If the Company is wound up under the Insolvency Act 1986; and all its liabilities have been satisfied, then any residual assets shall not be distributed among the members of the Company but shall be given or transferred to the Asset Locked Body specified in Article 14 below.
14. The following Asset Locked Body is specified as a potential recipient of the Company's assets under Articles 11 and 13. If no Asset locked Body is nominated then the company shall only nominate and distribute to an asset locked body in consultation with the Community Company Interest Regulator.

Name: \_\_\_\_\_

Registered Charity Number [if applicable]: \_\_\_\_\_

Registered Company Number [if applicable]: \_\_\_\_\_

Registered Office / Principal office address: \_\_\_\_\_

## **SOCIAL PROFIT**

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

## **MEMBERSHIP**

16. The subscribers to the Memorandum are the first members of the Company.
17. Such other persons as are admitted to membership in accordance with the Articles shall be Members of the Company.
18. No person shall be admitted a member of the Company unless that person is approved by the directors.
19. The Board of Directors may admit to membership;

- i) any person who has attained the age of eighteen years and who is in agreement with the objects of the Company, without discrimination between persons by reference to wealth, politics, race, religion, sex or disability; or
- ii) any society, company, local authority or unincorporated association which is in agreement with the objects of the Company.

provided that only persons and organisations shall be admitted who qualify for one of the membership categories specified in Article 24.

In admitting members to the Company, the Board of Directors will seek at all times to ensure that the diversity of the community which the Company serves is recognised and represented in the membership and that equal access is available to all members of the local community, without discrimination.

- 20. 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 the applicant.
- 21. Every application for membership shall be considered by the Board of Directors at its first meeting after the application was made or as soon afterwards as is practicable. Any applicant who is refused admission to membership may require that the question of their application be considered by the next General Meeting of the Company whose decision on the matter shall be final. When refusing any application for membership, the Board of Directors shall ensure that the applicant is aware of their right of appeal under the provisions of this Article.
- 22. Any acceptance of an application for membership shall be conditional on payment by the applicant of the full amount of the membership subscription (if any). The Board of Directors will from time to time set the membership subscription rate for each class of membership. No applicant shall be entered in the Register of Members unless and until such subscription has been received by the Company, unless the Board decides to waive the subscription in any particular case or unless no subscription rate is imposed.
- 23. A member which is a corporate body or association shall by resolution of its governing body appoint (and may remove) an authorised representative, who shall during the continuance of their appointment be entitled to exercise in any General Meeting of the Company all such rights and powers as the body corporate or association would exercise if it were an individual person.

## **CATEGORIES OF MEMBERSHIP**

24. Every member upon admission shall be allocated one of the following categories of membership at the absolute discretion of the Board of Directors;
- i) "Employee Members" shall be members who have been Employees for a Qualifying Period. The Qualifying Period shall be 6 month(s) employment with the Company or such other period set from time to time by the members in general meeting.
  - ii) "Community Members" shall be members who live, work or have interest within South Wales and Surrounding areas and support the aims and objectives of the Company.
  - iii) "Corporate Members" shall be members admitted under Article 19(ii)

## **REGISTER OF MEMBERS**

25. The Company shall keep a Register of Members containing the name and address of every member, the date on which they became a member and the date on which they ceased to be a member. Every member shall either sign a written consent to become a member or sign the register of members. Members shall inform the Secretary (or if no Secretary, the Chairperson) of change of address.

## **CESSATION OF MEMBERSHIP**

26. Membership is terminated immediately if the member:
- i) ceases to fulfil any of the qualifications for membership as specified by Article 19 and Article 24; or
  - ii) resigns in writing to the Company and the resignation is accepted by the Board of Directors; or
  - iii) is expelled by a Special Resolution carried at a General Meeting called to consider the matter; or
  - iv) dies, if an individual person;
  - v) ceases to exist, is wound up or goes into liquidation, if a corporate body or association; or
  - vi) being an Employee ceases to be an Employee however that may occur; or
  - vii) membership is terminated otherwise in accordance with the Articles.
27. Membership is not transferable to anyone else, and all such rights and privileges associated with membership shall cease upon the member ceasing to be a member.

## **GENERAL MEETINGS**

28. The Company shall in each calendar year hold an Annual General Meeting and shall specify the meeting as such in the notices calling it providing that every Annual General Meeting except the first shall be held not more than fifteen months after the holding of the last preceding Annual General Meeting. The first Annual General Meeting of the Company shall be held within eighteen months of incorporation.
29. The business of an Annual General Meeting shall include;
- i) receipt of the reports of the Chairperson and Board of Directors of the Company;
  - ii) consideration of audited accounts (if any) presented by the Board of Directors;
  - iii) election of the Board of Directors;
  - iv) decision on the application of any profits;
  - v) appointment and the fixing of the remuneration of the Auditors (if any);

All other business transacted at an Annual General Meeting shall be deemed Special.

30. The Board of Directors may, whenever they think fit, convene a General Meeting of the Company, or the members may convene a General Meeting as provided by section 303 of the Act.

## **NOTICES**

31. An Annual General Meeting and a meeting called for the passing of a special resolution shall be called by giving at least fourteen clear days' notice. Any other General Meeting shall be called by giving at least fourteen clear days' notice. Meetings may be called at shorter notice if the consents under the Act are obtained.
32. Notice of every General Meeting shall be given in writing to every member of the Company and to the Auditors (if any) and shall be given personally, by sending it by post to them or their registered office or any address given by them for this purpose within the United Kingdom or by sending it using electronic communication to an address for the time being notified to the Company by the member.
33. The Notice shall specify the place and exact time of the meeting and the general nature of the business to be dealt with. In the case of an Annual General Meeting notice shall specify the meeting as such and in the case of any General Meeting the exact nature of the business to be raised at the meeting shall be specified.
34. Where notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting the notice and to have been effected at the expiration of forty-eight hours after notice has been posted. Where

notice is sent by electronic communication, service of the notice shall be deemed to be effected by properly addressing and sending the notice and to have been effected at the expiry of twenty four hours after the notice has been sent.

35. 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 proceedings at that meeting.

#### **PROCEEDINGS AT GENERAL MEETINGS**

36. Every member and such other persons as receive notice shall be entitled to attend and speak at a General Meeting.
37. 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.
38. No business shall be transacted at a General Meeting unless a quorum of members is present in person or by proxy. [3] members or if greater, 20% of the membership, entitled to vote for the time being shall be the quorum.
39. If within half an hour from the time appointed for the meeting a quorum is not present or if at any time during the meeting members shall leave such that a quorum is no longer present the meeting shall stand adjourned until the same day in the next week at the same time and same place, or otherwise as the Directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the members present shall be a quorum.
40. The Chairperson or in their absence some other Director nominated by the Directors shall preside as Chair of the meeting, but if neither the Chairperson nor such other Director (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the members present shall elect one of their number to be Chairperson.
41. The Chairperson may with the consent of the meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and place to place but no business shall be transacted at an adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice shall be given as in the case of the original meeting specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
42. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands or other suitable signal unless a poll, is, before or upon the declaration of the result of the show of hands or other suitable signal,

demanded by:-

- i) the Chairperson; or
  - ii) by a member or members representing not less than one tenth of the total voting rights of all the members having the right to vote at the meeting.
43. Unless a poll be so demanded a declaration by the Chairperson that a resolution has been carried or lost and an entry to that effect in the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against the resolution. The demand for a poll may be withdrawn.
44. If a poll is duly demanded it shall be taken in such a manner as the Chairperson of the meeting directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. 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 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. A poll may be organised by way of a ballot or postal or electronic ballot by the Board of Directors who shall send out notice of the ballot with the Notice of the General Meeting.
45. Each member or proxy shall have one vote. A proxy has a right to speak at a General Meeting.
46. In the case of an equality of votes the Chairperson [shall not] have a second or casting vote.

#### **BOARD OF DIRECTORS**

47. The business of the Company shall be managed by a Board of Directors which shall be accountable to the members.
48. The initial Directors of the Company shall be the persons notified to the Registrar of Companies as the first Directors of the Company, and shall serve for three years. At the first Annual General Meeting following this period one third of the Directors shall retire and may offer themselves for re-election.
49. At every subsequent Annual General Meeting, one third of the Board of Directors, being those Directors longest in office since their last election, will be elected annually by the members at the Annual General Meeting of the Company. Retiring members shall be eligible for re-election without further nomination, provided that no Director may serve for more than three consecutive terms of office unless they obtain the approval of 75% of the Board of Directors. If there is a choice between retiring directors of equal service it shall be made by drawing lots.
50. Invitations for nominations for the position of Director will be sent to all members with the notice of the Annual General Meeting. Completed nominations will be

accepted up to seven days before the date of the meeting. All nominations require the signature of the nominated person and the signature of a proposer and seconder all of which shall be members of the Company.

51. Unless otherwise determined by the Company in General Meeting the number of Directors shall be not less than [3] and not more than [9].
52. The Directors may at any time co-opt any person to the Board of Directors whether or not they are a member of the Company, provided that the maximum number prescribed (if any) is not exceeded and that no more than three such co-options shall be made between one Annual General Meeting and the next. All persons so co-opted shall retire at the Annual General Meeting following their co-option but shall be eligible to be re-appointed thereafter.

### **PROCEEDINGS OF THE BOARD OF DIRECTORS**

53. The Board of Directors may meet together for business, adjourn and otherwise regulate their meetings as they think fit.
54. Questions arising at a meeting of directors shall be decided by a majority of votes. In the case of an equality of votes the Chairperson [shall not have] a second or casting vote.
55. Directors shall not be entitled to appoint alternate Directors. In all proceedings of Directors each Director must not have more than one vote
56. A Director may, and the Secretary shall on the instruction of the Board of Directors, summon a meeting of the Board of Directors at any reasonable time. A meeting of the Board of Directors may be held either in person or by suitable electronic means agreed by the Directors in which all Directors may communicate with all other Directors.
57. The quorum necessary for the transaction of business of the Board of Directors shall be [3] Directors or if greater, 20% of the Board of Directors shall be the quorum.
58. If the Board of Directors shall at any time be reduced in number to less than the minimum prescribed in Article 51 (if any), it may act as the Board of Directors for the purpose of filling up vacancies in their body or summoning a General Meeting of the Company, but no other purpose.
59. The Chairperson or in their absence some other director nominated by the Board of Directors shall preside as Chairperson of the meeting, but if neither the Chairperson nor such other director (if any) be present within fifteen minutes after the time appointed for holding the meeting, the Board of Directors shall elect one of their number to be Chairperson.
60. The Board of Directors shall cause proper minutes to be made of the proceedings of all meetings of the Company, of the Board of Directors and any sub-committees and of all business transacted at such meetings.
61. A resolution in writing signed by all Directors for the time being who are entitled

to vote shall be valid and have the same effect as if it had been passed at a meeting of the Board of Directors and may consist of several documents in like form signed by one or more Directors.

#### **DECLARATION OF DIRECTORS' INTERESTS**

62. A Director must declare the nature and extent of any interest, direct or indirect, which they have 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. A Director must absent them self from any discussions of the Directors in which it is possible that a conflict will arise between their duty to act solely in the interests of the Company and any personal interest (including but not limited to any personal financial interest).

#### **POWERS OF THE BOARD OF DIRECTORS**

63. The business of the Company shall be managed by the Board of Directors who may exercise all such powers of the Company as may be exercised and done by the Company and as are not by the Act or by these Articles required to be exercised or done by the Company in General Meeting.
64. No regulation made by the Company in General Meeting shall invalidate any prior act of the Board of Directors which would have been valid had that regulation not been made.
65. The Board of Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking and property or any part thereof and to issue debentures and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.
66. The Board of Directors may delegate any of its powers to sub-committees consisting of such members of the Company as it thinks fit. Any sub-committee so formed shall conform to any regulations that may be imposed on it by the Board of Directors.
67. The Directors of the Company may sign on behalf of the Company any legal documents including leases in any way permitted by the Act.

#### **APPOINTMENT AND REMOVAL OF DIRECTORS**

68. The office of a director shall be immediately vacated if a Director:
- i) ceases to be a Director by virtue of any provision of the Act or become

prohibited by law from being a Director; or

- ii) becomes bankrupt or make any arrangement or composition with their creditors generally; or
- iii) is, in the reasonable opinion of the other Directors (acting by a majority), at any time incapable, whether mentally or physically, of managing their own affairs; or
- iv) resigns their office by notice to the Company; or
- v) shall for more than three consecutive meetings have been absent without permission of the Board of Directors from meetings of Directors held during that period and the Directors resolve that their office be vacated; or
- vi) is removed from office by resolution of the Company in General Meeting, after the meeting has invited the views of the Director concerned and considered the matter in light of such views.

#### **REMUNERATION OF DIRECTORS**

69. Subject to the Act, the Articles, the Company satisfying the community interest test, and any resolution passed under this clause, the Board of Directors shall decide the terms (including as to remuneration) on which a Director is to perform Directors' functions, or otherwise perform any service for the Company. The Members may by ordinary resolution limit or otherwise specify the remuneration to which any Director may be entitled.

#### **CHAIRPERSON, SECRETARY AND OTHER EXECUTIVE OFFICERS**

71. Subject to the provisions of the Act, the Chairperson, Secretary (if any) and other executive officers shall be appointed by the Board of Directors for such term, at such remuneration and upon such conditions as they may think fit, and any Secretary or executive officer so appointed may be removed by them.

#### **ACCOUNTS**

72. The Board of Directors shall cause proper books of account to be kept with respect to:
- i) all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place,
  - ii) all sales and purchases of goods and/or services by the Company,
  - iii) the assets and liabilities of the Company.
73. Proper books shall be deemed to be kept if they give a true and fair record of the state of the Company's affairs and explain its transactions.

74. The books of account shall be kept at the registered office of the Company or at such other places as the Board of Directors think fit, and shall always be open to the inspection of all members of the Company upon approval of the Board of Directors during normal working hours and by such other persons authorised by the Company in General Meeting.
75. The Board of Directors shall from time to time in accordance with their statutory obligations cause to be prepared and laid before the Company in General Meeting such income and expenditure accounts, balance sheets and reports as are required by statute.

#### **APPLICATION OF SURPLUS**

76. The surplus funds of the Company shall be applied in the following ways, in such proportions and in such a manner as may be recommended by the Board of Directors and approved at the Annual General Meeting:
- i) to create a general reserve for the continuation and development of the Company; and
  - ii) to make a payment for approved charitable or community benefit purposes.

#### **RULES OR BYE LAWS**

77. The Board of Directors may from time to time make such Rules or Bye Laws as they may deem necessary for the proper conduct and management of the Company. The Company in General Meeting shall have power to alter or repeal the Rules or Bye Laws and to make additions thereto and the Board of Directors shall adopt such means as they deem sufficient to bring to the notice of members of the Company all such Rules or Bye Laws, which so long as they shall be in force, shall be binding on all members of the Company. Provided, nevertheless, that no Rule or Bye Law shall be inconsistent with, or shall affect or repeal anything contained in the Articles of the Company.

#### **INDEMNITY**

78. Every member, Director, Secretary, auditor (if any) and other officer for the time being of the Company may be indemnified out of the assets of the Company against any losses or liabilities incurred by that person in or about the execution or discharge of the duties of their office subject to the provisions of the Act, except to the extent that such losses or liabilities shall be attributable to:
- i) fraud or other matters in respect of which the member concerned shall be convicted of a criminal offence; or

- ii) negligence; or
- iii) actions knowingly beyond the scope of a specific authority or limit thereon on the part of the person in question.

## **AMENDMENT TO ARTICLES**

79. The provisions of these Articles of Association may only be amended by a Special Resolution. All amendments shall be registered with the Registrar of Companies and the Community Interest Company Regulator.

## **SOCIAL AUDIT**

80. A social audit of the Company may, by resolution of the Company in General Meeting, be undertaken annually of the Company's activities, in addition to any financial audit required by law. The role of such a social audit would be to attempt to identify the social costs and benefits of the Company's work, and to enable an assessment to be made more easily than may be made from financial accounts only of the Company's overall performance in relation to its objects.

Such a social audit may be drawn up by an independent assessor appointed by the Company in General Meeting, or by the Board of Directors who may submit their report for verification or comments to an independent assessor.

A social audit may include an assessment of the internal collective working of the employees of the Company, including employees' views, internal democracy and decision making, wages, health and safety, skill sharing and education opportunities, or other matters concerning their overall personal or job satisfaction; an assessment of the Company's activities externally, including its effects on persons involved in the same or similar trade, on customers and suppliers, and on persons residing in areas where the Company is located.

Please ensure this form is placed at the top of your application, if posted to Companies House, and the Company Name is consistent throughout all documents

# CIC 36

## Declarations on Formation of a Community Interest Company<sup>1</sup>

*Please  
complete in  
typescript,  
or in bold  
black  
capitals.*

**Company Name in full**

Baobab Bach CIC

Community Interest Company

### **SECTION A: COMMUNITY INTEREST STATEMENT – beneficiaries**

1. We/I, the undersigned, declare that the company will carry on its activities for the benefit of the community, or a section of the community<sup>2</sup>. [Insert a short description of the community, or section of the community, which it is intended that the company will benefit below  
<sup>13</sup>

*The company's activities will provide benefit to* All communities in Bridgend County Borough, South Wales and throughout Wales, including in particular those who need to access healthy, affordable food, and/or who are socially isolated with poor mental health and/or who need referral or access to local support and wellbeing provision.

**COMPANY NAME**

Baobab Bach CIC

**SECTION B: Community Interest Statement – Activities & Related Benefit**

Please indicate how it is proposed that the company's activities will benefit the community, or a section of the community. Please provide as much detail as possible to enable the CIC Regulator to make an informed decision about whether your proposed company is eligible to become a community interest company. It would be useful if you were to explain how you think your company will be different from a commercial company providing similar services or products for individual or personal gain.

| <b>Activities</b><br>What the company is being set up to do                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>How will the activity benefit the community?</b><br>The community will benefit by....                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Ensure Food Security in communities throughout Wales with an emphasis on local food provision, prevention of food waste, producing and growing food locally whilst promoting support and wellbeing.</p> <p>We will:</p> <ul style="list-style-type: none"><li>• Enable communities to run local Community Pantries to increase access to affordable food for everyone and provide a base for wellbeing activities.</li><li>• Operate a food delivery service where needed.</li><li>• Instigate and develop community growing projects to promote local food production and sustainable food supply.</li></ul> | <p>The community will benefit by having <b>enhanced local access to healthy, affordable food</b>. This will be achieved by:</p> <ul style="list-style-type: none"><li>• Establishing Community Pantries, supplied with food from supermarket and other surpluses that would otherwise go to waste, e.g. FareShare Cymru, FareShare Go, local supermarkets, farmers, etc.</li><li>• Selling food affordably at £5 per bag, (worth 3pprox.. £20) i.e. sales will cover costs such as delivery/pick up, venue costs, purchases of paper bags and other equipment etc. to form a sustainable system.</li><li>• Delivery of bags of food to people who cannot travel to the Community Pantry, e.g. elderly, housebound, those with poor access to transport, carers.</li><li>• The instigation and support of local growing projects to supply Community Pantries, e.g. production of herbs, fruit and vegetables. Encourage local growers to donate surpluses to their local pantry.</li></ul> <p>The community will benefit by <b>provision of access to resources that</b></p> |

|                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>We will:</p> <ul style="list-style-type: none"> <li>• Facilitate education regarding balanced nutrition and healthy eating.</li> </ul>                                                                                                                                           | <p><b>will facilitate better nutrition and enhance cooking skills.</b> This will be achieved by:</p> <ul style="list-style-type: none"> <li>• Working with partners (e.g. Public Health Wales, NHS Wales, Employability, RSLs) to develop a programme of food based activities delivered locally.</li> <li>• Regular production and distribution of printed resources such as recipes. (With ingredients where possible)</li> <li>• Encouraging/enabling pantry Team Leaders to undertake community nutrition training with NHS Community Dietitians and applying their knowledge with pantry clients.</li> <li>• Encouraging pantry clients to try unfamiliar foods and suggest appropriate recipes.</li> <li>• Using social media and in-person demonstrations to inspire members of the community who do not usually cook from scratch.</li> </ul> |
| <p>We will:</p> <ul style="list-style-type: none"> <li>• Provide opportunities for people to socialise, access support and engage in wellbeing activities alongside the Community Pantries, where possible in Wellbeing Cafes.</li> <li>• Provide a signposting service.</li> </ul> | <p>The community will benefit by <b>having locally based opportunities to socialise, access to support services and wellbeing activities.</b> This will be achieved by:</p> <ul style="list-style-type: none"> <li>• Working with partners in statutory and voluntary sectors to compile an accurate signposting list of support services, crisis assistance and wellbeing activities. These will vary in different areas therefore will need to be compiled appropriately according to local provision.</li> <li>• Engaging local partners to provide wellbeing activities in Community Pantry locations, e.g. carers support groups, exercise groups such as walking, keep fit and olympage, Mums &amp; Toddlers, craft groups, cuppa with a copper, employment</li> </ul>                                                                          |

|                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|---------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                         | <p>support etc.</p> <ul style="list-style-type: none"> <li>• Pantry clients appropriately signposted to statutory and voluntary support services. Signposting information will be compiled in collaboration with local statutory and voluntary organisations, Social Services, CVCs etc.</li> </ul>                                                                                                                                                                                                                                                                                                                                                      |
| <p>We will:</p> <ul style="list-style-type: none"> <li>• Provide volunteering opportunities.</li> </ul> | <p>The community will benefit by <b>having multiple volunteering opportunities in their local areas</b>. This will be achieved by:</p> <ul style="list-style-type: none"> <li>• Having a robust, well-supported volunteer training and development process.</li> <li>• Providing a wide variety of volunteering opportunities, e.g. food handling and hygiene, shelf stocking, retail skills, collection and delivery, assisting with shopping, supplying recipes, cookery demonstrations, growing fruit and vegetables, etc.</li> <li>• Linking/referring volunteers to organisations who will support them into employment.</li> </ul>                 |
| <p>We will:</p> <ul style="list-style-type: none"> <li>• Provide employment opportunities.</li> </ul>   | <p>The community will benefit by <b>the creation of job opportunities in their local areas</b>. This will be achieved by creation of a variety of job roles such as:</p> <ul style="list-style-type: none"> <li>• Project Co-ordinator - develop a robust Community Pantry and Wellbeing Cafe network with excellent governance.</li> <li>• Volunteer Development Officer - develop volunteering roles; give training and support.</li> <li>• Wellbeing Manager - liaise with partners to develop wellbeing activities including growing projects.</li> <li>• Website and Social Media Manager</li> <li>• Potential for more roles over time.</li> </ul> |

|                                                                                                |                                                                                                                                                                                         |
|------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• Provide indirect employment opportunities.</li> </ul> | <ul style="list-style-type: none"> <li>• Introduction of other agencies facilitating their activities and service provision.</li> <li>• Introducing volunteers to employers.</li> </ul> |
|------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

If the company makes any surplus it will be reinvested in the company for the benefit of the community.

(Please continue on separate sheet if necessary.)

**COMPANY NAME**

Baobab Bach CIC

**SECTION C:**

1. We/I, the undersigned, declare that the company in respect of which this application is made will not be:

- (a) a political party;
- (b) a political campaigning organisation; or
- (c) a subsidiary of a political party or of a political campaigning organisation.<sup>4</sup>

**SECTION D:**

**If this section is not completed your application will be rejected.**

**TYPED NAMES ARE NOT ACCEPTABLE AND WILL BE REJECTED**

Each person who will be a first director of the company **must** sign the declarations.

**[Signed or scanned signatures are allowed.]**

Signed



Date

31.08.21

Signed



Date

31.08.21

Signed



Date

1.09.21

Signed



Date

2.09.21

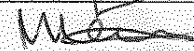
Signed



Date

2.9.21

Signed



Date

2.9.21

Signed

Date

Signed

Date

Signed

Date

Signed

Date

You do not have to give any contact information in the box opposite but if you do, it will help the Registrar of Companies to contact you if there is a query on the form. The contact information that you give will be

|  |
|--|
|  |
|  |
|  |