

Company number: 08119885

**The Companies Act 2006  
Company limited by guarantee**

**Certificate of passing of special resolutions**

**Africa Check ("the Company")**

**Passed on 05/09/13**

The following resolutions were duly passed as special resolutions on 05/09/13 by way of written resolution under Chapter 2 of Part 13 of the Companies Act 2006

- 1 That the Company shall become a community interest company;
- 2 That the name of the Company be changed from "Africa Check" to "Africa Check CIC",
3. That the draft Articles of Association annexed hereto, which comply with requirements in connection with becoming a community interest company, be adopted as the Articles of Association of the Company in substitution for, and to the exclusion of the Company's existing Articles of Association.

A copy of the written resolutions is attached.

Signed



~~Director~~ SECRETARY

Date

10/09/13



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COMPANIES HOUSE

The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

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**Articles of Association**  
**of**  
**Africa Check C.I.C.**

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CERTIFIED

To be a true copy of the original

*Bates Wells & Braithwaite London LLP*

**Bates Wells & Braithwaite London LLP**

Registered OC325522

Dated 12 September 2013

**Bates Wells & Braithwaite London LLP**

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**The Companies Act 2006**

**Company Limited by Guarantee and not having a Share Capital**

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**The Companies Act 2006**

**Company Limited by Guarantee and not having a Share Capital**

**Articles of Association of Africa Check C.I.C.**

**INTERPRETATION**

**1. Defined terms**

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

**COMMUNITY INTEREST COMPANY AND ASSET LOCK**

**2. Community Interest Company**

The Company is to be a community interest company

**3. Asset 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:

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

3.2 2 the transfer of assets made for the benefit of the community other than by way of a transfer of assets into an asset-locked body.

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

**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 AND POWERS**

**5. Objects**

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

5.1 to carry out research in the areas of health, science, the environment, economics, politics and democracy;

5.2 provide an archive of reliable, verified reports (which shall be freely available to the public), and

5.3 provide training in journalism

**6. Powers**

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 secure the payment of money for any purpose including for the purposes of investment or of raising funds

**LIMITATION OF LIABILITY AND INDEMNITY**

**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

**8. Indemnity**

8.1 Subject to Article 8.2, a relevant Director of the Company or an associated company may be indemnified out of the Company's assets against:

8.1.1 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,

8.1.2 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

8.1.3 any other liability incurred by that Director as an officer of the Company or an associated company.

8.2 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.

8.3 In this Article

8.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

8 3 2 a “relevant Director” means any Director or former Director of the Company or an associated company

**9. Insurance**

9.1 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

9.2 In this Article

9 2.1 a “relevant Director” means any Director or former Director of the Company or an associated company;

9 2.2 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

9.2 3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate

***DIRECTOR***

***DIRECTORS’ POWERS AND RESPONSIBILITIES***

**10. 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

**11. Chair**

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 that office.

**12. Directors may delegate**

12 1 Subject to the Articles, the Directors may delegate any of their powers or functions to any committee.

12 2 Subject to the Articles, the Directors may delegate the implementation of their decisions or day to day management of the affairs of the Company to any person or committee

12 3 Any delegation by the Directors may be

12 3.1 by such means;

12 3.2 to such an extent;

12 3.3 in relation to such matters or territories, and

12 3 4 on such terms and conditions;

as they think fit.

12 4 The Directors may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person or committee to whom they are delegated

12 5 The Directors may revoke any delegation in whole or part, or alter its terms and conditions

12 6 The Directors may by power of attorney or otherwise appoint any person to be the agent of the Company for such purposes and on such conditions as they determine.

### **13. Committees**

13 1 In the case of delegation to committees:

13.1 1 the resolution making the delegation must specify those who shall serve or be asked to serve on the committee (although the resolution may allow the committee to make co-options up to a specified number),

13.1.2 the composition of any committee shall be entirely in the discretion of the Directors and may include such of their number (if any) as the resolution may specify;

13 1 3 the deliberations of any committee must be reported regularly to the Directors and any resolution passed or decision taken by any committee must be reported promptly to the Directors and every committee must appoint a secretary for that purpose,

13 1.4 the Directors may make such regulations and impose such terms and conditions and give such mandates to any committee as they may from time to time think fit; and

13.1.5 no committee shall knowingly incur expenditure or liability on behalf of the Company except where authorised by the Directors or in accordance with a budget which has been approved by the Directors

13 2 The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Directors so far as they apply and are not superseded by any regulations made by the Directors

### **14. Delegation of day to day management powers**

In the case of delegation of the day to day management of the Company to the CIC Director, a chief executive or other manager or managers

14 1 the delegated power shall be to manage the Company by implementing the policy and strategy adopted by and within a budget approved by the Directors and (if applicable) to advise the Directors in relation to such policy, strategy and budget;



- 14.2 the Directors shall provide any manager with a description of his or her role and the extent of his or her authority; and
- 14.3 any manager must report regularly to the Directors on the activities undertaken in managing the Company and provide them regularly with management accounts which are sufficient to explain the financial position of the Company.

**15. Power to change name of Company**

- 15.1 The Directors may change the name of the Company at any time by majority decision of the Directors at a meeting.

***DECISION-MAKING BY DIRECTORS***

**16. Directors to take decisions collectively**

Any decision of the Directors must be either:

- 16.1 by decision of a majority of the Directors present and voting at a quorate Directors' meeting; or
- 16.2 a decision taken in accordance with Article 22

**17. Calling a Directors' meeting**

- 17.1 A minimum of two and a maximum of four Directors' meetings must be held each year, subject to the need to hold any additional urgent meetings
- 17.2 Three Directors may (and the Secretary, if any, must at the request of three Directors) call a Directors' meeting
- 17.3 A Directors' meeting must be called by at least seven Clear Days' notice unless either:
- 17.3.1 all the Directors agree, or
  - 17.3.2 urgent circumstances require shorter notice
- 17.4 Notice of Directors' meetings must be given to each Director
- 17.5 Every notice calling a Directors' meeting must specify
- 17.5.1 the place, day and time of the meeting;
  - 17.5.2 the general nature of the business to be considered at such meeting, and
  - 17.5.3 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
- 17.6 Notice of Directors' meetings need not be in Writing

17 7 Article 36 shall apply, and notice of Directors' meetings may be sent by Electronic Means to an Address provided by the Director for the purpose.

**18. Participation in Directors' meetings**

18 1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:

18 1.1 the meeting has been called and takes place in accordance with the Articles, and

18.1 2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

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

18.3 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

**19. Quorum for Directors' meetings**

19 1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting

19 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 three, and unless otherwise fixed it is two or one-third of the total number of Directors, whichever is the greater.

19 3 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 appoint further Directors

**20. 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.

**21. Decision-making at meetings**

21 1 Questions arising at a Directors' meeting shall be decided by a majority of votes.

21 2 In all proceedings of Directors each Director must not have more than one vote

21.3 Notwithstanding Articles 21 1 and 21 2, in the case of an equality of votes, the chair of the meeting has a casting vote in addition to any other vote he or she may have.

21 4 Article 21 1 does not apply if, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes

**22. Decisions without a meeting**

22.1 The Directors may, in the circumstances outlined in this Article 22, make a majority decision without holding a Directors' meeting

22.2 If

22.2.1 a Director has become aware of a matter on which the Directors need to take a decision,

22.2.2 that Director has taken all reasonable steps to make all the other Directors aware of the matter and the decision,

22.2.3 the Directors have had a reasonable opportunity to communicate their views on the matter and the decision to each other; and

22.2.4 a majority of the Directors vote in favour of a particular decision on that matter;

a decision of the Directors may be taken by majority and shall be as valid and effectual as if it had been taken at a Directors' meeting duly convened and held

22.3 Directors participating in the taking of a majority decision otherwise than at a Directors' meeting in accordance with this Article

22.3.1 may be in different places, and may participate at different times; and

22.3.2 may communicate with each other by any means

22.4 The Chair, or such other Director as shall be appointed by the Directors shall be the chair of the process of decision-making in accordance with this Article 22. The process shall include

22.4.1 circulation of the proposed decision with an indication of the time period for discussion and the date by which Directors are asked to cast their votes,

22.4.2 the nomination of a person to whom all Director's votes must be communicated;

22.4.3 if a majority of the Directors vote in favour of the decision, the nominated person shall communicate the decision to all the Directors and the date of the decision shall be the date of the communication from the nominated person confirming formal approval; and

22.4.4 the nominated person must prepare a minute of the decision in accordance with Article 40.

22.5 In the case of an equality of votes in any decision-making process in accordance with this Article, the chair shall be entitled to a casting vote in addition to any other vote he or she may have. But this does not apply if, in accordance with the Articles, the chair or specified Director is not to be counted as participating in the decision-making process for quorum, voting or agreement purposes

**23. Conflicts of interest**

***Declaration of interests***

23 1 Unless Article 23.2 applies, a Director must declare the nature and extent of.

23.1 1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Company; and

23.1.2 any duty or any direct or indirect interest which he or she has which conflicts or may conflict with the interests of the Company or his or her duties to the Company

23 2 There is no need to declare any interest or duty of which the other Directors are, or ought reasonably to be, already aware

***Participation in decision-making***

23 3 If a Director's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the Company, he or she is entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Director's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Directors taking part in the decision-making process.

23.4 If a Director's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the Company, he or she may participate in the decision-making process and may be counted in the quorum and vote unless

23 4 1 the decision could result in the Director or any person who is Connected with him or her receiving a benefit other than:

- (a) any benefit received in his, her or its capacity as a beneficiary of the Company and which is available generally to the beneficiaries of the Company;
- (b) the payment of premiums in respect of indemnity insurance;
- (c) payment under the indemnity set out at Article 8, and
- (d) reimbursement of expenses; or

23.4 2 a majority of the other Directors participating in the decision-making process decide to the contrary,

in which case he or she must comply with Article 23 5.

23 5 If a Director with a conflict of interest or conflict of duties is required to comply with this Article 23 5, he or she must

23.5.1 take part in the decision-making process only to such extent as in the view of the other Directors is necessary to inform the debate;

23.5.2 not be counted in the quorum for that part of the process, and

23.5.3 withdraw during the vote and have no vote on the matter

***Continuing duties to the Company***

23.6 Where a Director has a conflict of interest or conflict of duties and the Director has complied with his or her obligations under these Articles in respect of that conflict

23.6.1 the Director 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, and

23.6.2 the Director shall not be accountable to the Company for any benefit expressly permitted under these Articles which he or she or any person Connected with him or her derives from any matter or from any office, employment or position.

**24. Register of Directors' interests**

The Directors must cause a register of Directors' interests to be kept.

**25. Validity of Director actions**

All acts done by a person acting as a Director shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Director

**26. Director's discretion to make further rules**

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

***APPOINTMENT AND RETIREMENT OF DIRECTORS***

**27. Number of Directors**

There shall be at least three and no more than ten Directors.

**28. Appointment of Directors and retirement of Directors by rotation**

28.1 Those persons notified to the Registrar of Companies as the first directors of the Company shall be the first Directors.

### ***Appointment of Directors***

- 28.2 Any person who is proposed by the Chair, is willing to act as a Director, and who would not be disqualified from acting under the provisions of Article 29, may be appointed to be a Director by a decision of the Directors

### ***Automatic retirement***

- 28.3 At every Annual Retirement Meeting one third, or the number nearest to one third of the Directors, being those who have been longest in office since their last appointment or reappointment, must retire from office. Where more than one third of the Directors have served for the same period of time since their last appointment or reappointment those Directors shall agree amongst themselves which Directors shall retire, or in the event that agreement cannot be reached, the decision shall be made by lot. The retirement takes effect at the conclusion of the meeting.
- 28.4 The Annual Retirement Meeting shall be the meeting of the Directors at which the accounts of the Company are adopted.

### ***Maximum term***

- 28.5 Retiring Directors may be reappointed but a Director who has served for two consecutive terms of office must take a break from office and may not be reappointed until the earlier of:

28.5.1 the anniversary of the commencement of his or her break from office, and

28.5.2 the Annual Retirement Meeting following the Annual Retirement Meeting at which his or her break from office commenced

- 28.6 If the retirement of a Director under Article 28.3 causes the number of Directors to fall below that set out in Article 27 then the retiring Director shall remain in office until a new appointment is made

### ***Minimum age***

- 28.7 No person may be appointed as a Director unless he or she has reached the age of 16 years.

### ***General***

- 28.8 A Director may not appoint an alternate director or anyone to act on his or her behalf at meetings of the Directors

## **29. Disqualification and removal of Directors**

A Director shall cease to hold office if:

- 29.1 he or she ceases to be a director by virtue of any provision of the Companies Act 2006, or is prohibited from being a director by law;

- 29.2 he or she is disqualified under the Charities Act 2011 from acting as a director of a company;
- 29.3 a bankruptcy order is made against him or her, or an order is made against him or her in individual insolvency proceedings in a jurisdiction other than England and Wales which have an effect similar to that of bankruptcy,
- 29.4 a composition is made with his or her creditors generally in satisfaction of his or her debts,
- 29.5 the Directors reasonably believe he or she has become physically or mentally incapable of managing his or her own affairs and they resolve that he or she be removed from office;
- 29.6 notification is received by the Company from him or her that he or she is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least six Directors will remain in office when such resignation has taken effect);
- 29.7 he or she fails to attend three consecutive meetings of the Directors and the Directors resolve that he or she be removed for this reason,
- 29.8 at a meeting of the Directors at which at least half of the Directors are present, a resolution is passed that he or she be removed from office. Such a resolution shall not be passed unless he or she has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of either (at his or her option) being heard by or of making written representations to the Directors; or
- 29.9 he or she ceases to be a member of the Company

## **PATRONS**

### **30. Patrons**

The Directors may appoint and remove any individual(s) as patron(s) of the Company on such terms as they shall think fit. A patron (if not a member) shall have the right to be given notice of, to attend and speak (but not vote) at any general meeting of the Company and shall also have the right to receive accounts of the Company when available to members

## **MEMBERS**

### ***BECOMING AND CEASING TO BE A MEMBER***

### **31. Directors as members**

- 31.1 The subscribers to the Memorandum are the first members of the Company
- 31.2 Such other persons as are admitted to membership in accordance with the Articles shall be members of the Company

- 31.3 The Directors shall from time to time be the only members of the Company
- 31.4 No person shall be admitted a member of the Company unless he or she is approved by the Directors.
- 31.5 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.
- 31.6 A Director shall become a member on becoming a Director
- 31.7 The names of the members of the Company must be entered in the register of members

**32. Termination of membership**

- 32.1 Membership is not transferable to anyone else
- 32.2 Membership is terminated if
  - 32.2.1 the member dies or ceases to exist;
  - 32.2.2 otherwise in accordance with the Articles; or
  - 32.2.3 a member ceases to be a Director

**33. Associate members**

The Directors may establish such classes of associate membership with such description and with such rights and obligations (including without limitation the obligation to pay a subscription) as they think fit and may admit and remove such associate members in accordance with such regulations as the Directors shall make, provided that no such associate members shall be members of the Company for the purposes of the Articles or the Companies Acts.

***DECISION-MAKING BY MEMBERS***

**34. Members' Meetings**

- 34.1 The Directors may call a general meeting of the members at any time
- 34.2 Such meetings must be held in accordance with the provisions regarding such meetings in the Companies Acts
- 34.3 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
- 34.4 Article 34.3 shall not prevent a person who is a proxy for a member or a duly authorised representative of a member from voting at a general meeting of the Company.



## ***WRITTEN RESOLUTIONS***

### **35. Written resolutions**

35.1 Subject to this Article 35 a written resolution agreed by

35.1.1 members representing a simple majority, or

35.1.2 (in the case of a special resolution) members representing not less than 75%,  
of the total voting rights of eligible members shall be effective

35.2 On a written resolution each member shall have one vote

35.3 A written resolution is not a special resolution unless it stated that it was proposed as a special resolution

35.4 A members' resolution under the Companies Acts removing a Trustee or auditor before the expiry of his or her term of office may not be passed as a written resolution

#### ***Circulation***

35.5 A copy of the proposed written resolution must be sent to every eligible member together with a statement informing the member how to signify his or her agreement and the date by which the resolution must be passed if it is not to lapse

35.6 In relation to a resolution proposed as a written resolution of the Charity Company the eligible members are the members who would have been entitled to vote on the resolution on the Circulation Date of the resolution

35.7 The required majority of eligible members must signify their agreement to the written resolution within the period of 28 days beginning with the Circulation Date

35.8 Communications in relation to written resolutions must be sent to the Company Charity's auditors in accordance with the Companies Acts

#### ***Signifying agreement***

35.9 A member signifies his or her agreement to a proposed written resolution when the Charity Company receives from him or her (or from someone acting on his or her behalf) an authenticated Document

35.9.1 identifying the resolution to which it relates, and

35.9.2 indicating the member's agreement to the resolution

35.10 For the purposes of Article 35.9:

35.10.1 a Document sent or supplied in Hard Copy Form is sufficiently authenticated if it is signed by the person sending or supplying it; and

35.10.2 a Document sent or supplied in Electronic Form is sufficiently authenticated if

- (a) the identity of the sender is confirmed in a manner specified by the Charity Company, or
- (b) where no such manner has been specified by the Charity Company, if the communication contains or is accompanied by a statement of the identity of the sender and the Charity Company has no reason to doubt the truth of that statement

35.11 If the Charity Company gives an electronic Address in any Document containing or accompanying a written resolution, it will be deemed to have agreed that any Document or information relating to that resolution may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the Document)

#### **ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS**

#### **36. Communications by the Company**

##### ***Methods of communication***

36.1 Subject to the Articles and the Companies Acts, any Document or information (including any notice, report or accounts) sent or supplied by the Company under the Articles or the Companies Acts 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 the Company, including without limitation:

36.1.1 in Hard Copy Form,

36.1.2 in Electronic Form, or

36.1.3 by making it available on a website

36.2 Where a Document or information which is required or authorised to be sent or supplied by the Company under the Companies Acts is sent or supplied in Electronic Form or by making it available on a website, the recipient must have agreed that it may be sent or supplied in that form or manner or be deemed to have so agreed under the Companies Acts (and not revoked that agreement). Where any other Document or information is sent or supplied in Electronic Form or made available on a website the Directors may decide what agreement (if any) is required from the recipient.

36.3 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 which that Director has asked to be sent or supplied with such notices or Documents for the time being

***Deemed delivery***

- 36.4 A member present in person or by proxy at a meeting of the Company shall be deemed to have received notice of the meeting and the purposes for which it was called
- 36.5 Where any Document or information is sent or supplied by the Company to the members
- 36.5.1 where it is sent by post it is deemed to have been received 48 hours (including Saturdays, Sundays, and Public Holidays) after it was posted,
- 36.5.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;
- 36.5.3 where it is sent or supplied by means of a website, it is deemed to have been received:
- (a) when the material was first made available on the website; or
  - (b) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website
- 36.6 Subject to the Companies Acts, a Director or any other person (other than in their capacity as a member) may agree with the Company that notices or Documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours

***Failed delivery***

- 36.7 Where any Document or information has been sent or supplied by the Company by Electronic Means and the Company receives notice that the message is undeliverable
- 36.7.1 if the Document or information has been sent to a member and is notice of a general meeting of the Company, the Company is under no obligation to send a Hard Copy of the Document or information to the member's postal address as shown in the Company's register of members, but may in its discretion choose to do so;
- 36.7.2 in all other cases, the Company shall send a Hard Copy of the Document or information to the member's postal address as shown in the Company's register of members (if any), or in the case of a recipient who is not a member, to the last known postal address for that person (if any), and
- 36.7.3 the date of service or delivery of the Documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of Hard Copies.

***Exceptions***

- 36.8 Copies of the Company's annual accounts and reports need not be sent to a person for whom the Company does not have a current Address

36.9 Notices of general meetings need not be sent to a member who does not register an Address with the Company, or who registers only a postal address outside the United Kingdom, or to a member for whom the Company does not have a current Address.

**37. Communications to the Company**

The provisions of the Companies Acts shall apply to communications to the Company

**38. Secretary**

A Secretary may be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit, and may be removed by them. If there is no Secretary:

38.1 anything authorised or required to be given or sent to, or served on, the Company by being sent to its Secretary may be given or sent to, or served on, the Company itself, and if addressed to the Secretary shall be treated as addressed to the Company, and

38.2 anything else required or authorised to be done by or to the Secretary of the Company may be done by or to a Director, or a person authorised generally or specifically in that behalf by the Directors.

**39. 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 specified in the notice.

**40. Minutes**

The Directors must cause minutes to be made.

40.1 of all appointments of officers made by the Directors,

40.2 of all resolutions of the Company and of the Directors (including, without limitation, decisions of the Directors made without a meeting), and

40.3 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

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**41. 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 of:

- 41.1 annual reports,
- 41.2 annual returns, and
- 41.3 annual statements of account.

**42. Exclusion of model articles**

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

## SCHEDULE

### INTERPRETATION

#### Defined terms

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

	<b>Term</b>	<b>Meaning</b>
1 1	<b>“Address”</b>	includes a number or address used for the purposes of sending or receiving documents by Electronic Means,
1 2	<b>“Annual Retirement Meeting”</b>	has the meaning given in Article 28 4;
1 3	<b>“Articles”</b>	The Company’s articles of association,
1.4	<b>“asset-locked body”</b>	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;
1 5	<b>“Chair”</b>	Has the meaning given in Article 11,
1 6	<b>“Company”</b>	Africa Check C.I.C.
1 7	<b>“CIC Director”</b>	means the person who receives delegated responsibility from the Directors for the day to day management of the Company;
1 8	<b>“Circulation Date”</b>	in relation to a written resolution, has the meaning given to it in the Companies Acts;
1 9	<b>“Clear Days”</b>	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;
1 10	<b>“community”</b>	is to be construed in accordance with accordance with Section 35(5) of the Company’s (Audit) Investigations and Community Enterprise) Act 2004;
1 11	<b>“Companies Acts”</b>	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Company,
1 12	<b>“Director”</b>	a director of the Company, and includes any person occupying the position of director, by

whatever name called;

- 1 13 **“Document”** includes summons, notice, order or other legal process and includes, unless otherwise specified, any document sent or supplied in Electronic Form,
- 1.14 **“Electronic Form” and “Electronic Means”** have the meanings respectively given to them in Section 1168 of the Companies Act 2006,
- 1.15 **“Hard Copy” and “Hard Copy Form”** have the meanings respectively given to them in the Companies Act 2006;
- 1.16 **“Memorandum”** the Company’s memorandum of association,
- 1.17 **“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;
- 1 18 **“Public Holiday”** means Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the company is registered;
- 1 19 **“the Regulator”** means the Regulator of Community Interest Companies,
- 1.20 **“Secretary”** The secretary of the Company (if any);
- 1 21 **“specified”** means specified in the Memorandum or Articles of association of the Company for the purposes of this paragraph,
- 1 22 **“Subsidiary Company”** any company in which the Company holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares or has the right to appoint a majority of the board of the company,
- 1.23 **“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
- 1.24 **“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.

2. Subject to paragraph 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.
3. Unless the context otherwise requires, words or expressions contained in the Articles which are not defined in paragraph 1 above bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles became binding on the Company.



507068/25

# CIC 37

## Declarations on Conversion to a Community Interest Company<sup>1</sup>

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

<b>Company Number</b>	08119885
<b>Company Name in full</b>	AFRICA CHECK  Limited
<b>Proposed Company Name in full</b>	AFRICA CHECK C.I.C

### **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 in the space provided below]<sup>3</sup>

*The company's activities will provide benefit to ...*  
the public in Africa and the general public throughout the world.

**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 company is eligible to become a community interest company.

<p><b>Activities</b> (Tell us here what the company is being set up to do)</p>	<p><b>How will the activity benefit the community?</b> <i>(The community will benefit by . )</i></p>
<p>To carry out research in the areas of health, science, the environment, economics, politics and democracy. To provide an archive of reliable, verified reports which shall be freely available to the public.</p>	<p>Africa Check will provide non-partisan, evidence-based reports on leading figures’ statements, related to its objects The online audience will include the general public, members of the media, the business community, NGOs, social activists and politicians. By mailing our reports to partners across the media in South Africa, the project will also reach, via radio, TV and other media, parts of the community who do not have easy access to the Internet. In this way Africa Check will benefit the public by increasing public understanding in relation to issues related to health, science, environmental protection, politics and democracy (cont )</p>
<p>To provide training in journalism.</p>	<p>Africa Check works with student researchers from the journalism department at the Universities of the Witwatersrand and Grahamstown. The broader aim of the project is to raise the standards of the broadest possible number of future journalists, and to provide a better understanding of how to question and research information in the public domain among a wider cross section of students and of society at large. The editorial team have initiated a programme of open lectures at the university on the principles of how to scrutinise and check claims made in public debate. These lectures will be freely available to all from the website. (cont.)</p>
<p>If the company makes any surplus it will be used for<sup>4</sup> . Reinvestment in the CIC and its activities</p>	

(Please continue on separate sheet if necessary.)

**COMPANY NUMBER** 08119885

**SECTION C: Declarations on conversion to a community interest company**

**Declaration 1**

We/I, the undersigned, declare and understand that the company in respect of which this application is made:

(a) cannot be an incorporated charity and a community interest company<sup>v</sup>

AND;

(b) if we are an existing incorporated charity that we have been given written consent from the Charity Commission or the Scottish Charity Regulator<sup>vi</sup> to the company's conversion to a community interest company

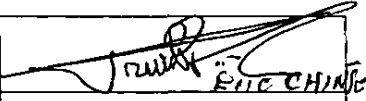
**Declaration 2**

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>vii</sup>

**SECTION D: SIGNATORIES**

Each person who is the first director of company must sign the declarations.

Signed		Date	July 30, 2013
Signed		Date	
Signed		Date	
Signed		Date	
Signed		Date	
Signed		Date	
Signed		Date	
Signed		Date	
Signed		Date	

Signed  Date

(Please continue on separate sheet if necessary.)

**COMPANY NUMBER**

**CHECKLIST**

**Have the first directors signed the CIC37?**

This form must be accompanied by the following documents:

- (a) Special resolution stating the company should become a community interest company
- (b) To make such alterations of the articles of association as it considers necessary to comply with the requirements imposed by and by virtue of section 32 or otherwise appropriate in connection with becoming a community interest company, and
- (c) To change the company's name to include one of the following designates, community interest company/ c.i.c. / community interest public company/ community interest p.l.c. or the Welsh equivalent
- (d) Form NM01- Notice of change of name
- (e) A printed copy of the articles of the company as altered by the special resolutions
- (f) Any completed continuation sheets
- (g) A cheque for £25 made payable to Companies House.

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 visible to searchers of the public record.

Abbie Rumbold	
Bates Wells Braithwaite	
2-6 Cannon Street, London	
EC4M 6YH	Tel 020 7551 7777
DX Number 42609	DX Exchange Cheapside 1

**When you have completed and signed the form please send it to the Registrar of Companies at:**

*For companies registered in England and Wales:* Companies House, Crown Way, Cardiff, CF14 3UZ  
DX 33050 Cardiff

*For companies registered in Scotland:* Companies House, 4<sup>th</sup> Floor, Edinburgh Quay 2, 139  
Fountainbridge, EH3 9FF DX 235 Edinburgh

*For companies registered in Northern Ireland:* Companies House, 2nd Floor, The Linenhall, 32-38  
Linenhall Street, Belfast, BT2 8BG

**NOTES**

**COMPANY NUMBER** 08119885

**SECTION C: Declarations on conversion to a community interest company**

**Declaration 1**

We/I, the undersigned, declare and understand that the company in respect of which this application is made:

(a) cannot be an incorporated charity and a community interest company<sup>v</sup>

AND;

(b) if we are an existing incorporated charity that we have been given written consent from the Charity Commission or the Scottish Charity Regulator<sup>vi</sup> to the company's conversion to a community interest company

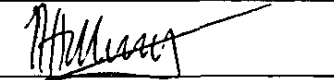
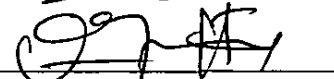

**Declaration 2**

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>vii</sup>

**SECTION D:  
SIGNATORIES**

Each person who is the first director of company must sign the declarations.

Signed		Date	19 JULY 2013
Signed		Date	19-07-2013
Signed		Date	5-09-2013
Signed		Date	
Signed		Date	
Signed		Date	

Signed	<input type="text"/>	Date	<input type="text"/>
Signed	<input type="text"/>	Date	<input type="text"/>
Signed	<input type="text"/>	Date	<input type="text"/>
Signed	<input type="text"/>	Date	<input type="text"/>

(Please continue on separate sheet if necessary.)

**COMPANY NUMBER**

**CHECKLIST**

**Have the first directors signed the CIC37?**

This form must be accompanied by the following documents:

- (a) Special resolution stating the company should become a community interest company.
- (b) To make such alterations of the articles of association as it considers necessary to comply with the requirements imposed by and by virtue of section 32 or otherwise appropriate in connection with becoming a community interest company, and
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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 visible to searchers of the public record

Abbie Rumbold	
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DX 33050 Cardiff

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*For companies registered in Northern Ireland:* Companies House, 2nd Floor, The Linenhall, 32-38 Linenhall Street, Belfast, BT2 8BG

## **NOTES**

<sup>1</sup> This form will be placed on the public record. Any information relevant to the application that you do not wish to appear on the public record, should be described in a separate letter addressed to the CIC Regulator and delivered to the Registrar of Companies with the other documents.

<sup>2</sup> The community interest test is referred to in section 35 of the Companies (Audit, Investigations and Community Enterprise) Act 2004 and is expanded upon in regulations 3, 4 & 5 of the Regulations.

<sup>3</sup> E.g. "the residents of Oldtown" or "those suffering from XYZ disease".

<sup>4</sup> It is expected that surpluses will be primarily used to benefit the community or be reinvested into the company to promote its aims rather than for the personal gain of shareholders and/or directors.

<sup>v</sup> A community interest company cannot benefit from charitable status. An existing company which wishes to become a community interest company must either not have charitable status or must satisfy the criteria set out in section C declaration 2(b).

<sup>vi</sup> A Scottish charitable company is a company, which is a Scottish charity. A Scottish charity is a body entered in the Scottish Charity register, kept by the Office of the Scottish Charity Regulator under the Charities and Trustee Investment (Scotland) Act 2005.

<sup>vii</sup> A company is not eligible to be formed as a community interest company if it will be an "excluded company". If you are not sure whether the company which you wish to form falls into any of these categories, you should refer to the definitions of the terms "political party", "political campaigning organisation" and "subsidiary" (and of the related terms "election", "governmental authority", "public authority" and "referendum") in Regulation 2 of the Regulations before completing this form.

# CIC36/CIC37 Continuation Sheet

**COMPANY NAME** Africa Check

**SECTION B: COMPANY ACTIVITIES – CONTINUATION SHEET**

*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 Regulator to make a properly informed decision about whether your company is eligible to be a community interest company. We would find it useful if you brought out how you think your company will be different from a commercial company providing similar services or products for individual, personal gain.*

<p style="text-align: center;"><b>Activities</b></p> <p>(Tell us here what the company is being set up to do)</p>	<p style="text-align: center;"><b>How will the activity benefit the community?</b></p> <p style="text-align: center;"><i>(The community will benefit by )</i></p>
<p>To carry out research in the areas of health, science, the environment, economics, politics and democracy. To provide an archive of reliable, verified reports which shall be freely available to the public.</p>	<p>(cont)Africa Check has received support from leading individuals: Kofi Annan, who said: "I salute the work of Africa Check, as an important initiative engaging with journalists and citizens across the continent to raise the level of public debate" Archbishop Desmond Tutu, who said: " However, proximity to political and economic power sometimes leads to personal avarice and consumptiveness. Holding the powerful to account through public scrutiny is the world's best defence".</p>



<p>To provide training in journalism.</p>	<p>(continued)The resources made available on Africa Check's website provide advice, tips and access to databases, are open access and in fact, to date, the majority of followers of the site are not journalists but members of the public and people active in civil society from health activists and social researchers to NGO staff and others, whose greater ability to research information in the public arena will, we believe, have a clear beneficial effect on society.</p>
<p><b>Activities</b> (Tell us here what the company is being set up to do)</p>	<p><b>How will the activity benefit the community?</b> <i>(The community will benefit by )</i></p>

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If the company makes any surplus it will be used for



**Certificate of Incorporation  
on becoming a  
Community Interest Company**

**Company No. 8119885**

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

**AFRICA CHECK**

has by special resolution changed its name; is now a Community Interest Company; and is incorporated under the name of:

**AFRICA CHECK C.I.C.**

Given at Companies House on 27th September 2013



**Companies House**



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