

The Companies Act 2006

Company Limited by
Guarantee and Not Having a
Share Capital

Articles of Association
of
Mill Hill Garden and Allotment Society
Limited

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1 Constitution of the Company

The model Articles of association as prescribed in Schedule 2 to the Companies (Model Articles) Regulations 2008 are excluded in respect of this Company unless set out in the Articles

2. Objects

The Objects are:

- 2.1 To manage allotments, in particular in the district of Mill Hill in the London Borough of Barnet.
- 2.2 To promote the art, science and practice of horticulture.
- 2.3 To promote the interests of gardeners.
- 2.4 To educate in the principles and practice of horticulture.

3. Powers

The Company has the following powers, which may be exercised only in promoting the Objects:

- 3.1 To manage allotments and to make agreements with allotment holders on such terms, including rent and other charges, and subject to such rules as the Company shall determine from time to time.
- 3.2 To promote or carry out research, provide advice and publish or distribute information.
- 3.3 To join, affiliate to, co-operate with, support, administer or set up other bodies.
- 3.4 To raise funds, borrow money and give security for loans.

- 3.5 To acquire, hire, let or dispose of property of any kind.
- 3.6 To make grants or loans of money and to give guarantees.
- 3.7 To set aside funds for special purposes or as reserves against future expenditure.
- 3.8 To deposit or invest in funds in any manner and delegate the management of investments to a financial expert.
- 3.9 To insure the property of the Company against any foreseeable risk and take out other insurance policies to protect the Company, its officers, members and its volunteers.
- 3.10 Subject to sub-clause 7.2 to employ paid or unpaid agents, staff or advisers.
- 3.11 To enter into contracts to provide services to or on behalf of other bodies.
- 3.12 To establish or acquire subsidiary bodies to assist or act as agents for the Company.
- 3.13 To do anything else of whatsoever nature within the law which promotes or helps to promote the Objects.

4. Membership

- 4.1 No person shall become a member of the Company unless
 - (a) that person has completed an application for membership in a form approved by the Directors and
 - (b) the Directors have approved the application.
- 4.2 Membership of the Company is open to any individual or organisation interested in promoting the Objects. Every person who holds an allotment which is managed by the Company shall be required to:
 - (a) be a member of the Company and
 - (b) hold a licence/tenancy agreement (in a form approved by the Directors)
as a condition of holding such an allotment plot(s).

- 4.3 The Directors may establish different classes of membership, prescribe their respective benefits and duties and set the levels of any subscriptions.
- 4.4 The Directors must keep a Register of members.
- 4.5 Members shall pay an annual membership subscription on or before 1 May in each year. The amount of the annual membership subscription shall be £5 (five pounds). Members may vary the amount of the annual membership subscription and/or the date on which it falls due in each year by way of an ordinary resolution to that effect passed at an annual general meeting or at an extraordinary general meeting. A member whose subscription is three months in arrears automatically ceases to be a member but may be reinstated on payment of the amount due.
- A person who ceases (for whatever reason) to be a member shall not be entitled to any refund of the membership subscription.
- 4.6 A member may resign by giving seven days' written notice to the Company.
- 4.7 The Directors may refuse membership to any person if in their reasonable opinion that person being a member would be harmful to the Company.
- 4.8 The Directors may by resolution terminate the membership of any member on the ground that in their reasonable opinion the member's continued membership would be harmful to the Company. The Directors may only pass such a resolution after notifying the member in writing and considering the matter in the light of any written representations which the member puts forward within 14 clear days after receiving notice. The Directors shall offer the member the opportunity to meet with the Directors or such person or persons it may appoint for this purpose. At such a meeting the member shall be entitled to be accompanied and assisted by one person of his or her choosing. Such a member is not entitled to a refund of any subscription,

allotment rent or other payment, but the Directors may at its absolute discretion make a whole or partial refund.

4.9 Membership of the Company is not transferable.

4.10 A person's membership terminates when that person dies or ceases to exist.

4.11 Each member undertakes that if the Company is wound up while he/she is a member (or within one year after he/she ceases to be a member), he/she will contribute - up to a maximum of £1 (one pound) to the assets of the company, to be applied towards:

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

Members' reserve power

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

4.13 No such special resolution invalidates anything which the Directors have done before the passing of the resolution.

5. General Meetings (AGM and EGM)

5.1. Members are entitled to attend general meetings of the Company either in person or (in the case of a member organisation) through an authorised representative. General meetings are called on at least fourteen clear days written notice to the members specifying the business to be transacted

5.2 There is a quorum at a general meeting if the number of members or authorised representatives personally present is at least three.

5.3 The Chairman or (if the Chairman is unable or unwilling to do so) the Deputy Chairman or (if the Deputy Chairman is unable or unwilling to do so) some

other member appointed by the Directors who are present or failing that elected by those members present, presides at a general meeting.

- 5.4 Except where otherwise provided by the Articles, every issue at a general meeting is determined by a simple majority of votes cast by the members present in person or (in the case of a member organisation) through an authorised representative.
- 5.5 Except where otherwise provided by the Articles, voting is by a show of hands, but the Chairman of the meeting or not less than five members present in person or (in the case of a member organisation) through an authorised representative may require, before or after a show of hands, a poll vote.
- 5.6 Members may not appoint a Director unless the Directors invite members to appoint when they shall issue forms to all members with the notice of the meeting.
- 5.7 Except for the Chairman of the meeting, who has a second or casting vote, every member present in person or (in the case of a member organisation) through an authorised representative is entitled to one vote on every issue.
- 5.8 An AGM must be held in every year.
- 5.9 At an AGM the members:
- (1) Approve the minutes of the previous AGM and any intervening EGMs.
 - (2) Receive the report of the Directors on the Company's activities since the previous AGM.
 - (3) Receive the accounts of the Company for the previous financial year.
 - (4) Appoint an auditor or independent examiner for the Company or delegate such appointment to the Directors.
 - (5) Accept the retirement of those elected Directors who are retiring.

- (6) Elect elected Directors to fill the vacancies arising, through an election process determined by the Directors which must include all members being invited to nominate themselves or other members as candidates and all candidates names being supplied to members with the notice of the meeting; and
- (7) Discuss any issues of policy or deal with any other business put before them by the Directors.

5.10 Any general meeting which is not an AGM is an EGM.

5.11 An EGM may be called at any time by the Directors and must be called within twenty eight clear days after a written request to the Directors from at least ten members unless a majority of the requesting members agree to a longer period or unless the Directors reasonably requires more time to meet the requirements of clause 5.12(4).

5.12 A members' request for an EGM is subject to the following:

- (1) A members' request shall state the business of the meeting and the resolution or resolutions to be put to the meeting.
- (2) A members' request shall be accompanied by the name, address and signature of each member making the request. The request shall be in writing and may be on more than one piece of paper but each page which carries a member's signature shall state the resolution or resolutions.
- (3) A members' request may be accompanied by a statement which, without the agreement of the Directors, shall not exceed one thousand words and this statement shall be sent to all members with the notice of the meeting.

- (4) Any person directly affected by the resolution shall be supplied by the Directors with a copy of the resolution and member's statement, and be invited by the Directors to submit a statement which, without the agreement of the Directors, shall not exceed one thousand words, and this statement shall be sent to all members with the notice of the meeting.
- (5) The Directors may circulate one or more statements to accompany the notice of the meeting or otherwise.
- (6) The Directors are not obliged to call a meeting or circulate a resolution or statement which it reasonably considers is vexatious, frivolous or unlawful but shall explain its reasons to those members who have requested a general meeting and invite them to amend such resolution or statement.

5.13 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid. Any such objection must be referred to the Chairman of the meeting whose decision is final.

5.14 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if—

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

- (2) the proposed amendment does not, in the reasonable opinion of the Chairman of the meeting, materially alter the scope of the resolution.

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

- (1) the Chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
- (2) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- (3) If the Chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the Chairman's error does not invalidate the vote on that resolution.

6. Directors' Powers and Responsibilities

Directors' general authority

6.1 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.

Directors may delegate

6.2 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles—

- (1) to such person or Directors;
- (2) by such means (including by power of attorney);
- (3) to such an extent;

(4) in relation to such matters or territories; and

(5) on such terms and conditions;

as they think fit.

6.3 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.

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

Committees

6.5 Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors.

6.6 The Directors may make rules of procedure for all or any Committees, which prevail over rules derived from the Articles if they are not consistent with them.

Decision making by Directors

Directors to take decisions collectively

6.7 The general rule about decision-making by Directors is that any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Articles 6.9 to 6.12.

6.8 If:

(1) the Company only has one director, and

(2) no provision of the Articles requires it to have more than one director,

the general rule does not apply, and the director may take decisions without regard to any of the provisions of the Articles relating to Directors' decision-making.

Unanimous decisions

- 6.9 A decision of the Directors is taken in accordance with this article when all eligible Directors indicate to each other by any means that they share a common view on a matter.
- 6.10 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.
- 6.11 References in this article to eligible Directors are to Directors who would have been entitled to vote on the matter had it been proposed as a resolution at a Directors' meeting.
- 6.12 A decision may not be taken in accordance with this article if the eligible Directors would not have formed a quorum at such a meeting.

Calling a Directors' meeting

- 6.13 Any director may call a Directors' meeting by giving notice of the meeting to the Directors or by authorising the Company secretary (if any) to give such notice.
- 6.14 Notice of any Directors' meeting must indicate—
- (1) its proposed date and time;
 - (2) where it is to take place; and
 - (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.

- (4) Notice of a Directors' meeting must be given to each director, but need not be in writing.
- (5) Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

Participation in Directors' meetings

6.15 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when—

- (1) the meeting has been called and takes place in accordance with the Articles, and
- (2) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

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

6.17 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.

Quorum for Directors' meetings

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

- 6.19 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than two, and unless otherwise fixed it is two.
- 6.20 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—
- (1) to appoint further Directors, or
 - (2) to call a general meeting so as to enable the members to appoint further Directors.

Chairing of Directors' meetings

- 6.21 The Directors may appoint a director to chair their meetings.
- 6.22 The person so appointed for the time being is known as the Chairman.
- 6.23 The Directors may terminate the Chairman's appointment at any time.
- 6.24 If the Chairman is not participating in a Directors' meeting within ten minutes of the time at which it was to start, the participating Directors must appoint one of themselves to chair it.

Casting vote

- 6.25 If the numbers of votes for and against a proposal are equal, the Chairman or other director chairing the meeting has a casting vote.
- 6.26 But this does not apply if, in accordance with the Articles, the Chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.

Conflicts of interest

- 6.27 If a proposed decision of the Directors is concerned with an actual or proposed transaction or arrangement with the Company in which a director is

interested, that director is not to be counted as participating in the decision-making process for quorum or voting purposes.

6.28 But if paragraph 6.29 applies, a director who is interested in an actual or proposed transaction or arrangement with the Company is to be counted as participating in the decision-making process for quorum and voting purposes.

6.29 This paragraph applies when—

- (1) the Company by ordinary resolution disapplies the provision of the Articles which would otherwise prevent a director from being counted as participating in the decision-making process;
- (2) the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or

6.30 For the purposes of this article, references to proposed decisions and decision-making processes include any Directors' meeting or part of a Directors' meeting.

6.31 Subject to paragraph 6.32, if a question arises at a meeting of Directors or of a Committee of Directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the Chairman whose ruling in relation to any director other than the Chairman is to be final and conclusive.

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

Records of decisions to be kept

6.33 The Directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the Directors.

Directors' discretion to make further rules

6.34 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 of Directors

Methods of appointing Directors

6.35 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director—

- (1) by ordinary resolution, or
- (2) by a decision of the Directors.

6.36 In any case where, as a result of death, the Company has no members and no Directors, the personal representatives of the last member to have died have the right, by notice in writing, to appoint a person to be a director.

6.37 For the purposes of paragraph 6.36, where 2 or more members die in circumstances rendering it uncertain who was the last to die, a younger member is deemed to have survived an older member.

Termination of director's appointment

6.38 A person ceases to be a director as soon as—

- (1) that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;
- (2) a bankruptcy order is made against that person;

- (3) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (4) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
- (5) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
- (6) notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.

Directors' expenses

6.39 The Company may pay any reasonable expenses which the Directors properly incur in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

6.40 A technical defect in the appointment of a Directors Member of which the Directors is unaware at the time does not invalidate decisions taken at a meeting.

7. Benefits to Members and Directors

7.1 The property and funds of the Company must be used only for promoting the Objects and may not be distributed to the members or the Directors

7.2 No Directors or members may receive any payment of money or other material benefit (whether direct or indirect) from the Company except:

- (1) Under sub-clauses 3.9 (indemnity insurance) and 7.3 (contractual payments).
- (2) Reimbursement of reasonable out-of-pocket expenses (including travel costs) actually incurred in the administration of the Company.
- (3) Interest at a reasonable rate on money lent to the Company.
- (4) A reasonable rent or hiring fee for property let or hired to the Company.
- (5) An indemnity in respect of any liabilities properly incurred in running the Company (including the costs of a successful defence to criminal proceedings).

7.3 A Director may not be an employee of the Company, but a Director or connected person may enter into a contract with the Company to supply goods or services in return for a payment or other material benefit, but only if:

- (1) The goods or services are actually required by the Company.
- (2) The nature and level of the benefit is no more than reasonable in relation to the value of the goods or services and is set by the Directors) and
- (3) Not more than half of the Directors are interested in any such contract in any one financial year.

7.4 Whenever a Director has a personal interest in a matter to be discussed at a meeting of the Directors he or she must:

- (1) Declare an interest before the meeting or at the meeting before discussion begins on the matter.
- (2) Be absent from that part of the meeting unless expressly invited to remain in order to provide information.
- (3) Not be counted in the quorum for that part of the meeting.

- (4) Be absent during the vote and have no vote on the matter.

8. Property and Funds

- 8.1 The Company must have one or more bank accounts and all bank accounts which hold the Company's funds must be in the name of the Company and require at least two signatures on every payment.
- 8.2 Funds which are not required in the near future may be placed on deposit or invested in accordance with clause 3.8 until needed.
- 8.3 Investments and other property of the Company may be held:
 - (1) In the name of a nominee Company acting under the control of the Directors or of a financial expert acting on their instructions.
 - (2) In the name of at least two and up to four holding Directors for the Company who may be appointed (and removed) by resolution of the Directors.
 - (3) In the name of a trust corporation as a holding trustee for the Company, which must be appointed (and may be removed) by deed executed by the Directors.
- 8.4 Documents and physical assets may be deposited with any Company registered or having a place of business in England and Wales as custodian.
- 8.5 Any nominee Company acting under sub-clause 8.3(1), any trust corporation appointed under sub-clause 8.3(3) and any custodian appointed under sub-clause 8.4 may be paid reasonable fees.

9. Records and Accounts

- 9.1 The Directors must keep proper records of all proceedings at general meetings, Directors meetings and all professional advice obtained.
- 9.2 Accounting and all other records relating to the Company must be made available for inspection by any Directors at any time during normal office

hours and may be made available for inspection by members if the Directors so decides.

- 9.3 A copy of the Company's latest available statement of account must be supplied on request to any Directors or member.

10. Notices

- 10.1 Notices under this Constitution may be sent by hand, by post or by suitable electronic means or with or within any journal distributed by the Company.

- 10.2 The address at which a member is entitled to receive notices is the address noted in the register of members (or, if none, the last known address).

- 10.3 Any notice given in accordance with this Constitution is to be treated for all purposes as having been received:

- (1) 24 hours after being sent by electronic means or delivered by hand to the relevant address,
- (2) Three clear days after being sent by first class post to that address,
- (3) Four clear days after being sent by second class post or overseas post to that address,
- (4) On being handed to the member or its authorised representative personally or, if earlier,
- (5) As soon as the member acknowledges actual receipt.

- 10.4 A technical defect in the giving of notice of which the members or the Directors are unaware at the time does not invalidate decisions taken at a meeting.

- 10.5 The accidental failure to deliver a member's notice on time or at all does not invalidate decisions taken at a meeting.

11. Amendments

- 11.1 This Constitution may be amended at a general meeting by a two-thirds majority of the votes cast.

12 Unincorporation

- 12.1 The members at a general meeting may authorise the Directors to transfer the assets and liabilities of the Company to an unincorporated entity, to an Industrial and Provident Company or any other entity established within, the same as or similar to the Objects and of which the members of the Company will be entitled to be members.
- 12.2 On a transfer under clause 12.1 the Directors must ensure that all necessary steps are taken as to the transfer of land and other property and the novation of contracts of employment and transfer of pension rights

13. Dissolution

- 13.1 If at any time members at a general meeting decide to dissolve the Company, the Directors will remain in office and will be responsible for the orderly winding up of the Company's affairs.

14. Company seals

- 14.1 Any common seal may only be used by the authority of the Directors.
- 14.2 The Directors may decide by what means and in what form any common seal is to be used.
- 14.3 Unless otherwise decided by the directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature. For the purposes of this article, an authorised person is:-
- (a) any director of the company;
 - (b) the company secretary (if any); or

(c) any person authorised by the directors for the purpose of signing the documents to which the common seal is applied.

15. Directors' Indemnity and Insurance

Indemnity

16.1 Subject to paragraph 16.2, a relevant director of the company or an associated company may be indemnified out of the company's assets against—

(a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the company or an associated company,

(b) any liability incurred by that director in connection with the activities of the company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),

(c) any other liability incurred by that director as an officer of the company or an associated company.

16.2 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.

16.3 In this article—

(a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

16.4 a "relevant director" means any director or former director of the company or an associated company.

17 Insurance

17.1 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.

17.2 In this article—

(a) a “relevant director” means any director or former director of the company or an associated company,

(b) a “relevant loss” means any loss or liability which has been or may be incurred by a relevant director in connection with that director’s duties or powers in relation to the company, any associated company or any pension fund or employees’ share scheme of the company or associated company, and

(c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

18. Interpretation and limitation of liability

Defined terms:

In the articles, unless the context requires otherwise—

“articles” means the company’s articles of association;

“bankruptcy” includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

“chairman” has the meaning given in article 6.2;

“chairman of the meeting” has the meaning given in article 6.21;

“Companies Acts” means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the company;

‘Connected person’

means any spouse, partner, parent, child, brother, sister, grandparent or grandchild

‘Custodian’ has the meaning prescribed by section 17(2) of the Trustee Act 2000;

“director” means a director of the company,

the position of director, by whatever name called;

“document” includes, unless otherwise specified, any document sent or supplied in electronic form;

“electronic form” has the meaning given in section 1168 of the Companies Act 2006;

‘Financial expert’ means an individual, Company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;

‘Financial year’ means the Company’s financial year;

‘Firm’ includes a limited liability partnership;

‘Holding trustee’ means an individual or corporate body responsible for holding the title to property but not authorised to make any decisions relating to its use investment or disposal;

‘Independent examiner’ means an independent person who is reasonably believed by the Directors to have the requisite ability and practical experience to carry a fax or e-mail message;

“member” has the meaning given in section 112 of the Companies Act 2006;

“ordinary resolution” has the meaning given in section 282 of the Companies Act 2006;

“participate”, in relation to a directors’ meeting, has the meaning given in article 6.15;

“notice” has the meaning given in article 31;

“special resolution” has the meaning given in section 283 of the Companies Act 2006;

“subsidiary” has the meaning given in section 1159 of the Companies Act 2006;
and

“writing” means 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.

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