

Nourish Scotland Members Evening – 21 November 2017
Special Resolution – Summary of Changes

Community Interest Company Limited by Guarantee	Charitable Company Limited by Guarantee
NOURISH (Scotland) C.I.C.	NOURISH (Scotland)
On articles of association... .. the articles of your company.	-- removed --
Section 2: Community Interest Company	-- removed --
<p>3: Asset Lock</p> <p>3.1 The Company shall not transfer any of its assets other than for full consideration.</p> <p>3.2 Provided the conditions in Article 3.3 are satisfied, Article 3.1 shall not apply to:</p> <p>(a) the transfer of assets to any specified asset-locked body, or (with the consent of the Regulator) to any other asset-locked body; and</p> <p>(b) the transfer of assets made for the benefit of the community other than by way of a transfer of assets into an asset-locked body.</p> <p>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.</p> <p>3.4 If:</p> <p>3.4.1 the Company is wound up under the Insolvency Act 1986; and</p> <p>3.4.2 all its liabilities have been satisfied any residual assets shall be given or transferred to the asset-locked body specified in Article 3.5 below.</p> <p>3.5 For the purposes of this Article 3, the following asset-locked body is specified as a potential recipient of the Company's assets under Articles 3.2 and 3.4: Name: Scottish Organic Producers Association Charity Registration Number (if applicable): [] Company Registration Number (if applicable): SP02278R Registered Office: Royal Highland Centre, 10th Avenue, Ingliston, Edinburgh, EH28 8NF</p>	<p>50. Winding-up</p> <p>50.1 If on the winding-up of the company any property remains after satisfaction of all the company's debts and liabilities, such property shall be transferred to such body or bodies (whether incorporated or unincorporated) as may be determined by the members of the company at or before the time of dissolution (or, failing such determination, by such court as may have or acquire jurisdiction), to be used solely for a charitable purpose or charitable purposes.</p> <p>50.2 For the avoidance of doubt, a body to which property is transferred under article 50.1 may be a member of the company.</p> <p>50.3 To the extent that effect cannot be given to article 50.1 (as read with article 50.2), the relevant property shall be applied to some charitable purpose or purposes.</p>
<p>4. Not for profit</p> <p>The Company is not established or conducted for private gain: any surplus or assets are used principally for the benefit of the community.</p>	<p>4. Restrictions on use of the company's assets</p> <p>4.1 The income and property of the company shall be applied solely towards promoting the company's objects.</p> <p>4.2 A director is entitled to be reimbursed from the property of the charity or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the charity.</p>
<p>5. Objects</p> <p>The objects of the Company are to carry on activities which benefit the community and in particular (without limitation) to:</p> <ul style="list-style-type: none"> • create and support a national chain of community based local food networks, developing local capacity and connecting local networks to a national 'local food' 	<p>2. Objects</p> <p>The objects of the Company are to carry on activities which benefit the community and in particular (without limitation) to:</p> <ul style="list-style-type: none"> * to advance environmental protection by promoting sustainable food systems * to encourage and support communities in:

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<p>movement.</p> <ul style="list-style-type: none"> • develop and widen Scotland’s food skills base, developing and supporting practical skills training for all stages of the food economy. • research into sustainable future food systems, influence policy on key food issues and represent local food networks in national policy fora. • develop strategies and support local networks to make local food visible and accessible 	<ul style="list-style-type: none"> - actively participating in development of public policy as it relates to food and agriculture; and - developing sustainable local food networks <p>* to promote and strengthen the voice of voluntary and civil society organisations working on improving the food systems</p> <p>* to prevent and relieve poverty, with particular emphasis on food poverty and insecurity</p> <p>* to promote and advance right to food as a fundamental human right</p>
<p>25. Directors’ remuneration</p> <p>25.1 Directors may undertake any services for the Company that the Directors decide.</p> <p>25.2 Directors are entitled to such remuneration as the Directors determine:</p> <p>(a) for any service which they undertake for the Company but not for their services to the Company as Directors;</p> <p>25.3 Unless the Directors decide otherwise, Directors are not accountable to the Company for any remuneration which they receive as Directors or other officers or employees of the Company’s subsidiaries or of any other body corporate in which the Company is interested.</p>	<p>23. Directors’ remuneration</p> <p>23.1 A director or connected person may enter into a contract for the supply of good or services to the company (including as an employee) in compliance with the Charities (Scotland) Act 2005 and subject to following conditions:</p> <p>(a) the maximum amount of the remuneration must be specified in a written agreement and must be reasonable</p> <p>(b) the directors must be satisfied that it would be in the interests of the company to enter into the arrangement (taking account of that maximum amount); and</p> <p>(c) less than half of the directors must be receiving remuneration from the company (or benefit from remuneration of that nature).</p>
<p>28.2 Membership is terminated if:</p> <p>28.2.1 the member dies or ceases to exist;</p> <p>28.2.2 otherwise in accordance with the Articles; or</p> <p>28.2.3 at a meeting of the Directors (...)</p>	<p>26.2 Membership is terminated if:</p> <p>26.2.1 the member dies or ceases to exist;</p> <p>26.2.2 the member fails to pay the subscription dues for the period</p> <p>26.2.3 otherwise in accordance with the Articles; or</p> <p>26.2.4 at a meeting of the Directors (...)</p>