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The Companies Act 2006

Community Interest Company Limited by Guarantee

Articles of Association

of

[Newco CIC]

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The Companies Act 2006

Community Interest Company Limited by Guarantee

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Articles of Association

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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, POWERS AND LIMITATION OF LIABILITY

5. Objects

The objects of the Company are to carry on activities which benefit the community and in particular to promote and uphold the highest professional standards of journalism in the United Kingdom, the Channel Islands and the Isle of Man including by:

5.1 Establishing the Regulatory Scheme for regulating Regulated Entities;

5.2 Promoting compliance with the Editors' Code of Practice;

5.3 Encouraging conciliation between Regulated Entities and complainants;

- 5.4 Investigating and adjudicating on complaints from the public about Regulated Entities;
- 5.5 Publishing its findings; and
- 5.6 In accordance with the Regulatory Scheme, levying fines on Regulated Entities found to be in significant, systemic breach of the Editors' Code of Practice, such fines to be proportionate to the nature and effect of the breach;

having regard at all times to the importance in a democratic society of freedom of expression and the public's right to know.

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.

7. Liability of members

- 7.1 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:

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

TRUST BOARD

DIRECTORS' POWERS AND RESPONSIBILITIES

8. Trust Board's general authority

Subject to the Articles, the Trust Board is responsible for the management of the Company's business, for which purpose it may exercise all the powers of the Company.

9. Trust Board may delegate

- 9.1 Subject to the Articles, the Trust Board may delegate any of the powers which are conferred on it under the Articles or the implementation of its decisions or day to day management of the affairs of the Company:

- 9.1.1 to such person or committee;
- 9.1.2 by such means (including by power of attorney);
- 9.1.3 to such an extent;
- 9.1.4 in relation to such matters or territories; and

- 9.1.5 on such terms and conditions;
as the Trust Board thinks fit.
- 9.2 If the Trust Board so specifies, any such delegation may authorise further delegation of the Trust Board's powers by any person to whom they are delegated.
- 9.3 The Trust Board may revoke any delegation in whole or part, or alter its terms and conditions.

DECISION-MAKING BY TRUST BOARD

10. Trust Board to take decisions collectively

Any decision of the Trust Board must be either a majority decision at a meeting or a decision taken in accordance with Article 16. If the Company has only one Director, a majority decision is made when that single Director makes a decision.

11. Calling a Trust Board meeting

- 11.1 Two Directors may (and the Secretary, if any, must at the request of two Directors) call a Trust Board meeting.
- 11.2 A Trust Board meeting must be called by at least seven Clear Days' notice unless either:
- 11.2.1 all the Directors agree; or
- 11.2.2 urgent circumstances require shorter notice.
- 11.3 Notice of Trust Board meetings must be given to each Director.
- 11.4 Every notice calling a Trust Board meeting must specify:
- 11.4.1 the place, day and time of the meeting; and
- 11.4.2 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.
- 11.5 Notice of Trust Board meetings need not be in Writing.
- 11.6 Notice of Trust Board meetings may be sent by Electronic Means to an Address provided by the Director for the purpose.

12. Participation in Trust Board meetings

- 12.1 Subject to the Articles, Directors participate in a Trust Board meeting, or part of a Trust Board meeting, when:
- 12.1.1 the meeting has been called and takes place in accordance with the Articles; and
- 12.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

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

12.3 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.

13. Quorum for Trust Board meetings

13.1 At a Trust Board meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

13.2 The quorum for Trust Board meetings shall be three or one-third of the total number of Directors, whichever is the greater, provided that the majority shall be Independent Directors and at least one Press Director shall be present.

13.3 If the total number of Directors for the time being is less than the quorum required, the Trust Board must not take any decision other than a decision to appoint further Directors.

14. Chairing of Trust Board meetings

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

15. Decision-making at meetings

15.1 Questions arising at a Trust Board meeting shall be decided by a majority of votes.

15.2 In all proceedings of the Trust Board each Director must not have more than one vote.

15.3 Notwithstanding Articles 15.1 and 15.2, in case of an equality of votes, the Chair shall have a second or casting vote.

16. Decisions without a meeting

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

16.2 A decision which is made in accordance with Article 16.1 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:

16.2.1 approval from each Director must be received by one person being either such person as all the Directors have nominated in advance for that purpose or such other person as volunteers if necessary ("the Recipient"), which person may, for the avoidance of doubt, be one of the Directors;

16.2.2 following receipt of responses from all of the Directors, the Recipient must communicate to all of the Directors by any means whether the resolution has been formally approved by the Directors in accordance with this Article 16.2;

16.2.3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval;

16.2.4 the Recipient must prepare a minute of the decision in accordance with Article 30.

17. Conflicts of interest

17.1 Whenever a Director finds himself or herself in a situation that is reasonably likely to give rise to a Conflict of Interest, he or she must declare his or her interest to the Trust Board unless, or except to the extent that, the other Directors are or ought reasonably to be aware of it already.

17.2 If any question arises as to whether a Director has a Conflict of Interest, the question shall be decided by a majority decision of the other Directors.

17.3 Whenever a matter is to be discussed at a meeting or decided in accordance with Article 16 and a Director has a Conflict of Interest in respect of that matter then, subject to Articles 17.5 and 18, he or she must:

17.3.1 remain only for such part of the meeting as in the view of the other Directors is necessary to inform the debate;

17.3.2 not be counted in the quorum for that part of the meeting; and

17.3.3 withdraw during the vote and have no vote on the matter.

17.4 When a Director has a Conflict of Interest which he or she has declared to the Trust Board, he or she shall not be in breach of his or her duties to the Company by withholding confidential information from the Company if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her.

17.5 In respect of any decision affecting Regulated Entities generally, a Press Director shall not be regarded as having a Conflict of Interest solely on the ground that he or she is connected with, financially interested in or owes any duty to a Regulated Entity or the Industry Funding Body.

18. Trust Board's power to authorise a conflict of interest

18.1 The Trust Board has power to authorise a Director to be in a position of Conflict of Interest provided:

18.1.1 in relation to the decision to authorise a Conflict of Interest, the conflicted Director must comply with Article 17.3;

18.1.2 in authorising a Conflict of Interest, the Trust Board can decide the manner in which the Conflict of Interest may be dealt with and, for the avoidance of doubt, it can decide that the Director with a Conflict of Interest can participate in a vote on the matter and can be counted in the quorum; and

18.1.3 the decision to authorise a Conflict of Interest can impose such terms as the Trust Board thinks fit and is subject always to their right to vary or terminate the authorisation.

- 18.2 If a matter, or office, employment or position, has been authorised by the Trust Board in accordance with Article 18.1 then, even if he or she has been authorised to remain at the meeting by the other Directors, the Director may absent himself or herself from meetings of the Trust Board at which anything relating to that matter, or that office, employment or position, will or may be discussed.
- 18.3 A Director shall not be accountable to the Company for any benefit which he or she derives from any matter, or from any office, employment or position, which has been authorised by the Trust Board in accordance with Article 18.1 (subject to any limits or conditions to which such approval was subject).

19. Register of Directors' interests

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

APPOINTMENT AND RETIREMENT OF DIRECTORS

20. Methods of appointing Directors

- 20.1 Those persons notified to the Registrar of Companies as the first Directors of the Company shall be the first Directors.
- 20.2 The Trust Board shall comprise 7 Directors of whom 4 (including the Chair) shall be Independent Directors and 3 shall be Press Directors.
- 20.3 *[Appointment of Chair – details of process to follow]*.
- 20.4 The Chair shall be appointed for terms of 3 years and may serve only two terms unless the Industry Funding Body and the Trust Board authorise one or more further terms.
- 20.5 The Independent Directors shall be appointed by the Directors following such selection process as they may determine.
- 20.6 The Press Directors shall be appointed by the Industry Funding Body.
- 20.7 Except as provided by Article 20.8, Directors shall be appointed for terms of 3 years.
- 20.8 The Directors may make some appointments of Directors under Articles 20.5 and 20.6 for terms of between 1 and 4 years in order to ensure that there is sufficient continuity among the Directors.
- 20.9 No Director (other than the Chair) may serve more than two consecutive terms of office and no Director who has served two consecutive terms may be appointed for any subsequent term of office until at least 12 months after the end of his or her last term.

21. Termination of Director's appointment

- 21.1 A person ceases to be a Director as soon as:

- 21.1.1 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;
- 21.1.2 a bankruptcy order is made against that person, or an order is made against that person in individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
- 21.1.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;
- 21.1.4 the Directors reasonably believe he or she is suffering from mental disorder and incapable of acting and they resolve that he or she be removed from office;
- 21.1.5 notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least two Directors will remain in office when such resignation has taken effect);
- 21.1.6 the Director fails to attend three consecutive meetings of the Directors and the Directors resolve that the Director be removed for this reason;
- 21.1.7 the Director ceases to be a member;
- 21.1.8 being the Chair or a Press Director, he or she is removed by notice in writing served on him or her and the Company by the Industry Funding Body; or
- 21.1.9 being appointed as an Independent Director, he or she ceases, in the opinion of the other Directors, to qualify as an Independent Director and the Trust Board (excluding that Independent Director) resolves that he or she should cease to hold office.

22. Directors' remuneration and status

- 22.1 Directors may undertake any services for the Company that the Directors decide provided that (except in relation to the Chair) no relationship of employee and employer shall be created between any of the Directors and the Company.
- 22.2 Subject to Article 22.1, Directors are entitled to such remuneration as may be approved by the Industry Funding Body for any service which they undertake for the Company.
- 22.3 Unless the Trust Board decides otherwise, Directors are not accountable to the Company for any remuneration which they receive as Directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

23. Directors' expenses

- 23.1 The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at:
 - 23.1.1 Trust Board meetings or committee meetings;

23.1.2 general meetings; or

23.1.3 separate meetings of any class of members or of the holders of any debentures of the Company,

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

MEMBERS

BECOMING AND CEASING TO BE A MEMBER

24. Becoming a member

- 24.1 The subscribers to the Memorandum are the first members of the Company.
- 24.2 Such other persons as are admitted to membership in accordance with the Articles shall be members of the Company.
- 24.3 The Directors from time to time shall be the only members of the Company.
- 24.4 No person shall be admitted a member of the Company unless he or she is approved by the Trust Board.
- 24.5 The Trust Board shall be deemed to have approved the admission as a member of every person appointed a Director of the Company.
- 24.6 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 Trust Board requires and executed by him or her.

25. Termination of membership

- 25.1 Membership is not transferable to anyone else.
- 25.2 Membership is terminated if:
 - 25.2.1 the member dies or ceases to exist;
 - 25.2.2 otherwise in accordance with the Articles; or
 - 25.2.3 a member ceases to be a Director.

DECISION MAKING BY MEMBERS

26. Members' meetings

- 26.1 The Trust Board may call a general meeting at any time.
- 26.2 General meetings must be called and held in accordance with the provisions regarding such meetings in the Companies Acts.
- 26.3 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.

26.4 Article 26.3 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.

27. Written resolutions

27.1 Subject to Article 27.3, a written resolution of the Company passed in accordance with this Article 27 shall have effect as if passed by the Company in general meeting:

27.1.1 A written resolution is passed as an ordinary resolution if it is passed by a simple majority of eligible members.

27.1.2 A written resolution is passed as a special resolution if it is passed by members representing not less than 75% of eligible members. A written resolution is not a special resolution unless it states that it was proposed as a special resolution.

27.2 In relation to a resolution proposed as a written resolution of the Company the eligible members are the members who would have been entitled to vote on the resolution on the circulation date of the resolution.

27.3 A members' resolution under the Companies Acts removing a Director or an auditor before the expiration of his or her term of office may not be passed as a written resolution.

27.4 A copy of the written resolution must be sent to every member together with a statement informing the member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse. Communications in relation to written notices shall be sent to the Company's auditors in accordance with the Companies Acts.

27.5 A member signifies agreement to a proposed written resolution when the Company receives from him or her an authenticated Document identifying the resolution to which it relates and indicating his or her agreement to the resolution.

27.5.1 If the Document is sent to the Company in Hard Copy Form, it is authenticated if it bears the member's signature.

27.5.2 If the Document is sent to the Company in Electronic Form, it is authenticated if the identity of the member is confirmed in a manner specified by the Company or where no such manner has been specified by the Company if the communication contains or is accompanied by a statement of the identity of the member and the Company has no reason to doubt the truth of that statement.

27.6 A written resolution is passed when the required majority of eligible members have signified their agreement to it.

27.7 A proposed written resolution lapses if it is not passed within 28 days beginning with the circulation date.

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

28. Means of communication to be used

28.1 Subject to the Articles:

28.1.1 anything sent or supplied by or to the Company under the Articles; and

28.1.2 anything sent or supplied by the Company under 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 or to the Company (as the case may be).

28.2 Subject to the Articles, any notice or Document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or Documents for the time being.

28.3 A Director may agree with the Company that notices or Documents sent to that Director in a particular way are to be deemed to have been received within an agreed time of their being sent, and for the agreed time to be less than 48 hours.

29. Irregularities

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

30. Minutes

The Directors must cause minutes to be made in books kept for the purpose:

30.1 of all appointments of officers made by the Directors;

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

30.3 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.

31. Records and accounts

31.1 The Directors shall comply with the requirements of the Companies Acts as to maintaining a members' register, keeping financial records, the audit or examination

of accounts and the preparation and transmission to the Registrar of Companies and the Regulator of:

31.1.1 annual reports;

31.1.2 annual returns; and

31.1.3 annual statements of account.

32. Indemnity

32.1 Subject to Article 32.2, a relevant Director of the Company or an associated company may be indemnified out of the Company's assets against:

32.1.1 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;

32.1.2 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

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

32.2 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.

32.3 In this Article:

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

32.3.2 a "relevant Director" means any Director or former Director of the Company or an associated company.

33. Insurance

33.1 The Trust Board 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.

33.2 In this Article:

33.2.1 a "relevant Director" means any Director or former Director of the Company or an associated company;

33.2.2 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

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

34. Exclusion of model articles

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

35. Entrenched articles

Articles 5 (Objects); 13 (Quorum for Trust Board meetings); 17.5 (permitted Conflicts of Interest); 20 (Methods of appointing Directors); 21 (Termination of Director's appointment); 22 (Directors' remuneration and status); 24 (Becoming a member); 25 (Termination of membership); this Article 35 (Entrenched articles) and the definitions of 'Editors' Code of Practice'; 'Industry Funding Body' and 'Regulated Entity and Regulated Entities' may only be amended with the approval of a 75% majority of the total number of members of the Company, which majority must include the Chair.

SCHEDULE
INTERPRETATION

Defined terms

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

Term	Meaning
1.1 “Address”	includes a number or address used for the purposes of sending or receiving Documents by Electronic Means;
1.2 “Articles”	the Company’s articles of association;
1.3 “asset-locked body”	means (i) a community interest company, a charity or a Permitted Industrial and Provident Society; or (ii) a body established outside the United Kingdom that is equivalent to any of those;
1.4 “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;
1.5 “Chair”	means the person appointed under Article Error! Reference source not found. to chair the Trustee Board;
1.6 “Circulation Date”	in relation to a written resolution, has the meaning given to it in the Companies Acts;
1.7 “Clear Days”	in relation to the period of a notice, means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
1.8 “community”	is to be construed in accordance with accordance with Section 35(5) of the Company’s (Audit Investigations and Community Enterprise) Act 2004;
1.9 “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;
1.10 “Company”	means the [Newco CIC];
1.11 “Conflict of Interest”	means any direct or indirect interest of a Director (whether personal, by virtue of a duty of loyalty to another organisation or otherwise) that conflicts, or might conflict with the interests of the

		Company;
1.12	“Director”	means a director of the Company, and includes any person occupying the position of director, by whatever name called;
1.13	“Document”	includes, unless otherwise indicated, any document sent or supplied in Electronic Form;
1.14	“Editors’ Code of Practice”	means the code of practice by that name established by the Industry Funding Body, as that code may be amended from time to time;
1.15	“Electronic Form” and “Electronic Means”	have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
1.16	“Hard Copy Form”	has the meaning given to it in the Companies Act 2006;
1.17	“Independent Director”	means a Director who is neither closely connected with, nor has any substantial financial interest in, nor owes any duty of loyalty to any Regulated Entity or the Industry Funding Body;
1.18	“Industry Funding Body”	means The Press Standards Board of Finance Limited (company number 2554323) or such other body that succeeds to the functions of that company in representing Regulated Entities and raising a levy on them to finance the Company;
1.19	“Memorandum”	means the Company’s memorandum of association;
1.20	“participate”	in relation to a Trust Board meeting, has the meaning given in Article 12;
1.21	“Permitted Industrial and Provident Society”	means 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;
1.22	“Press Director”	means a Director who is closely connected with or has a substantial financial interest in or owes a duty of loyalty to one or more Regulated Entities or the Industry Funding Body;
1.23	“Regulated Entity and Regulated Entities”	means (i) each UK, Channel Islands and Isle of Man legal entity responsible for publishing newspaper titles and/or magazine titles in the UK, the Channel Islands and/or the Isle of Man and their related websites; and (ii) each UK, Channel Islands and Isle of Man legal entity

- being a web-only news website publisher or news aggregator service with content viewable in the UK, the Channel Islands and/or the Isle of Man;
- 1.24 **“the Regulator”** means the Regulator of Community Interest Companies;
- 1.25 **“Regulatory Scheme”** means the scheme established by the Company for regulating Regulated Entities;
- 1.26 **“Secretary”** means the secretary of the Company (if any);
- 1.27 **“specified”** means specified in the Memorandum or Articles of the Company for the purposes of this paragraph;
- 1.28 **“subsidiary”** has the meaning given in section 1159 of the Companies Act 2006;
- 1.29 **“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;
- 1.30 **“Trust Board”** means the board of Directors of the Company; and
- 1.31 **“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.
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, 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.