Active Cheshire Limited

A Company Limited by Guarantee

Company No 2401068
Registered Charity No 701764

Memorandum & Articles
Of Association

as amended by Special Resolution on 25 September 2018

The companies Acts 1985 & 2006
Memorandum of Association of
Active Cheshire Limited
A COMPANY LIMITED BY GUARANTEE
And not having a share capital

Name
1 The name of the company (hereinafter called “the Company”) is “Active Cheshire Limited”

Registered Office
2 The registered office of the company id to be situated in England

Objects
3 The objects of the company shall be
   (a) In the interested of social welfare, to provide or assist in the provision of opportunities for the benefit of the inhabitants of the County of Cheshire for physical and athletic recreation or other leisure-time physical and athletic Activity, with the object of improving the conditions of life for the said Inhabitants,

   (b) To relieve the need, hardship and distress of such inhabitants in conditions of need, hardship and distress by providing financial or other assistance so enabling them to participate in the opportunities provided by the Company,

   (c) To disseminate or assist in the dissemination of information encouraging such inhabitants to participate in physical recreation (including sport) so as to promote their health and well-being, and in pursuance of the two first-mentioned main objects, but not otherwise, the Company may in the interests of social welfare –

   (d) Provide or assist in the provision of sporting opportunities for disabled people so as to relieve or alleviate their conditions,

   (e) provide or assist in the provision of sporting facilities for young persons aged under 25 years of age so as to secure or advance their physical education and training and enhance their education generally,
(f) develop or assist in the development of the capacity and skills of the members of socially and economically disadvantaged communities within the County of Cheshire in such way that they are better able to identify and help meet their needs in regard to physical and athletic recreation or other leisure-time physical and athletic activity, so improving their conditions of life,

(g) provide and assist in the provision of opportunities for physical and athletic recreation or other leisure-time physical activity for older people, so as to promote their health and well-being.

and the Company shall have the following powers exercisable in furtherance of its said objects, but not otherwise, namely –

a) to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges, and to construct maintain and alter any of the same and any buildings or erections,

b) to sell, mortgage, lease or otherwise dispose of all or any part of the property belonging to the Company, provided that in exercising this power the Company must comply as appropriate with sections 36 and 37 of the Charities Act 1993,

c) to undertake and execute any charitable trusts which may lawfully be undertaken by the Company,

d) to raise funds, provided that in doing so the Company must not undertake any substantial permanent trading activity and must comply with any relevant statutory regulations,

e) to borrow money ad to charge the whole or any part of the property belonging to the Company as security for repayment of the money, borrowed provided that the company must comply as appropriate with sections 38 and 39 of the Charities Act 1993 if it wishes to mortgage land,

f) to

I. deposit or invest funds,

II. employ a professional fund-manager, and

III. arrange for the investments or other property of the Company to be held in the name of a nominee,

in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000,
(g) to establish and support any charitable trusts, associations or institutions and to subscribe or guarantee money for charitable purposes and to affiliate to or accept affiliation from any body similar in whole or in part to those of the Company,

(h) to provide (by way of gift, grant, loan or otherwise) resources for the development, improvement, arrangement or carrying out of any projects from time to time entered into or proposed to be entered into by any body, group or individual calculated to assist in the promotion of the Company’s objects, and to commission any projects for study and research into all or any of the objects of the Company and to disseminate the useful results of such research,

(i) to acquire, merge with or to enter any partnership or joint venture arrangement with any other charity formed for any of the objects,

(j) to secure publicity in all ways for the promotion of the objects Company,

(k) to employ such staff or agents (who shall not be Trustees) as are necessary for the proper pursuit of the objects and to make all reasonable and necessary provision for the payment of pensions and superannuation for staff and their dependents and the payment of all professional fees or expenses of any agent,

(l) to co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them,

(m) to enter into and implement agreements or arrangements with any other charity, Authority or entity or to apply for any license, consent, permit or authority including without limitation planning permission and building consents in each case in furtherance of the objects,

(n) to purchase and maintain insurance in respect of any property occupied or used by the Company against loss or damage by fire or from any other risk and for the benefit of any persons who were officers, employees and volunteers of the Company against any liability incurred by such persons in respect of any act or omission by any of them in the exercise of their powers or the discharge of their duties in relation to the Company and against public or other liabilities of the Company,

(o) to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves,

(p) to appoint and constitute such advisory committees as the Trustees may think fit,

(q) to do all such other lawful things as are necessary for the achievement of the objects

Application of income and property
4(1) The income and property of the charity shall be applied solely towards the promotion of the objects.

4(2) A director is entitled to be reimbursed from the property of the charity or may pay out of such reasonable expenses properly incurred by him or her when acting on behalf of the charity.

4(3) None of the income or property of the charity may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the charity. This does not prevent a member who is not also a director receiving

(a) a benefit from the charity in the capacity of a beneficiary of the charity,
(b) reasonable and proper remuneration for any goods or services supplied to the charity.

4(4) A) No director or connected person may

(a) buy any goods or services from the charity on terms preferential to those applicable to members of the public,
(b) sell goods, services or any interest in land to the charity,
(c) be employed by, or receive any remuneration from, the charity,
(d) receive any other financial benefit from the charity, unless

(i) the payment is permitted by article 4(4)(B)(a), or
(ii) the directors obtain the prior written approval of the Commission and fully comply with any procedure it prescribes.

In this article a ‘financial benefit’ means a benefit, direct or indirect, which is either money or has a monetary value.

4(4) B)

(i) A director or connected person may receive a benefit from the charity in the capacity of a beneficiary of the charity provided that a majority of the directors do not benefit in this way,

(ii) A director or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the charity where that is permitted in accordance with, and subject to the conditions in, section 73 A to 73 C of the charities Act 1993,
(iii) Subject to article 4(4)(C) a director or connected person may provide the charity with goods that are not supplied in connection with services provided to the charity by the director or connected person,

(iv) A director or connected person may receive rent for premises let by the director or connected person to the charity if the amount of the rent and the other terms of the lease are reasonable and proper and provided that the director concerned shall withdraw from any meeting at which such a proposal or the rent or the other terms of the lease are under discussion,

(v) A director may arrange for the purchase, out of the funds of the charity, of insurance designed to indemnify the directors in accordance with the terms of, and subject to the conditions in section 73F of the Charities Act 1993,

(vi) A director or connected person may take part in the normal trading and fund raising activities of the charity on the same terms as members of the public.

4(4) C) The charity and its directors may only rely upon the authority provided by article 4(4)B)(a)(iii) if each of the following conditions is satisfied:

(a) The amount or maximum amount of the payments for the goods is set out in an agreement in writing between

   (I) The charity or its directors (as the case may be, ) and
   (II) The director or connected person supplying the goods (“the supplier”) under which the supplier is to supply the goods in question to or on behalf of the charity,

(b) The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of goods in question,

(c) The other directors are satisfied that it is in the best interests of the charity to contract with the supplier rather than with someone who is not a director or connected person. In reaching the decision the director must balance the advantage of contracting with a director or connected person against the disadvantages of doing so,

(d) The supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the charity,

(e) The supplier does not vote on any such matter is not to be counted when calculating whether a quorum of directors is present at the meeting,
The reason for their decision is recorded by the directors in the official minutes of the meeting,

A majority of the directors in office are not in receipt of remuneration or payments authorized by article 4 (4)A)

4(5)

(a) In sub-clause (2) to (4) of this article, “charity” shall include any company in which the charity

(I) holds more than 50% of the shares, or

(II) controls more than 50% of the voting rights attached to the shares, or

(III) has the right to appoint one or more directors to the Board of the Company,

(b) In sub-clause (4) of this article, “connected person” means

(I) A child, parent, grandchild, grandparent, brother or sister of the director,

(II) The spouse or civil partner of the director or of any person failing within paragraph (I) above,

(III) A person carrying on business in partnership with the director or with any person falling within paragraphs (I) or (II) above,

(IV) An institution which is controlled

(I) By the director or any connected person falling within paragraphs (I), (II) or (III) above, or

(II) By two or more persons falling within sub-paragraph (I), when taken together,

(V) A body corporate in which

(I) The director or any connected person falling within paragraphs (I) to (III) has a substantial interest, or

(II) Two or more persons falling within sub-paragraph (I) who, when taken together, have a substantial interest,

(c) Paragraphs 2 to 4 of schedules 5 to the Charities Act 1993 apply for the purpose of interpreting the terms used in the sub-clause
Amendments

5 No additions, alterations or amendments shall be made to these Memorandum or Articles of Association except by Special Resolution duly passed in accordance with the Companies Acts. No additions, alterations or amendments shall be made to clauses 3, 4, 8 or to this clause without the prior written consent of the Charity Commission.

Members’ Limited Liability

6 The liability of the members is limited.

7 Every member guarantees, if the Company is dissolved while he or she is a member or within one year afterwards, to pay up to one pound (£1) towards the costs of dissolution and the liabilities incurred by the Company while the guarantor was a member.

Dissolution

8 If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid or distributed among the members of the Company but shall be given or transferred to some other institution or institutions (whether or not a member or members of the Company) having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as is imposed on the Company under or by virtue of Clause 4 hereof, such institution or institutions to be determined by Ordinary Resolution of the Company at or before the time of dissolution.

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General

1 Words and expressions used in these Articles shall have the meanings attributed to them in Article 66.

2 The Company is established for the objects expressed in the Memorandum of Association.

Membership
3 The Company's membership shall comprise individuals who have been elected as Trustees of the Company, who shall automatically become members of the Company upon their election and who shall immediately cease to be members of the Company when they retire from Trusteeship.

Register of Members

4 The Company's membership shall maintain a Register of members in which shall be recorded the name and address of every member, and the dates on which they became a member and on which they ceased to be member. A member shall notify the Company in writing within seven days of a charge to their name or address.

General Meetings

5 The Company shall in each calendar year hold a General Meeting as its Annual General Meeting and shall specify the meeting as such in the notices calling it. Every Annual General Meeting shall be held not more than fifteen months after the holding of the last preceding Annual General Meeting.

6 The business of an Annual General Meeting shall comprise:

(a) the consideration of the Report and Accounts presented by the Trustees,

(b) the election of Trustees,

(c) such other business as may have been specified in the notices calling the meeting.

7 The Trustees may whenever they think fit convene a General Meeting in addition to the Annual General Meeting, and a General Meeting shall be convened at the request of 10% of the members of the Company.

Notices of General Meetings

8 Any General Meeting shall be called by at least fourteen clear days' notice. However, a General Meeting may be called with shorter notice if it is agreed by at least 90 percent of those entitled to attend and vote.

9 Notice of every General Meeting shall be given in writing to every member of the Company and to the auditors and to such other persons who are entitled to receive notice, and may be given:

(a) in person,

(b) by sending it by post addressed to that person at that person's registered address, or by leaving it at the address,
10 In the case of a General Meeting which is to consider a Special Resolution or a resolution to remove a Trustee or the auditor, such resolution shall be specified in the notices calling that meeting, and in the case of all other General Meetings the general nature of the business to be raised shall be specified.

11 The notice of every General Meeting must advise members of their right to appoint a proxy, and of the proxy’s right to attend, speak and vote at the meeting.

12 Notice of all meetings shall be given exclusive of the day on which it is served and shall specify the exact time and place of the meeting. Notice shall be deemed to have been served:
   
   (a) immediately on being handed to the member personally,
   
   (b) 24 hours after being sent by electronic means or via a website or delivered by hand to the relevant address,
   
   (c) 48 hours after being sent by post to that address.

13 The accidental omission to give notice of a meeting to or non-receipt of notice of a meeting by any person entitled to receive notice shall not invalidate proceedings at that meeting.

**Proceedings at General Meetings**

14 No business shall be transacted at a General Meeting unless a quorum is present in person or by proxy. Unless and until otherwise decided by the members (at General Meeting or by written resolution), a quorum shall be three members or one-quarter of the membership, whichever is greater.

15 If within half an hour from the time appointed for the meeting a quorum is not present, the meeting (if convened upon the requisition of members) shall be dissolved. In any other case it shall stand adjourned until such time and place as the Trustees may decide, and all members shall be given such notice as is practicable of the time, date and place of such an adjourned meeting. The members present at a meeting so adjourned shall constitute a quorum for that meeting only.

16 At every General Meeting the members present shall elect one of their number to be Chair of that meeting, whose function shall be to conduct the business of the meeting in an orderly manner.
17 The Chair may with the consent of any meeting at which a quorum is present, and shall if so directed by the meeting, adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. Where a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of the original meeting. Otherwise it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

Voting at General Meetings

18 Decisions at General Meetings shall be made by passing resolutions

(a) Decisions involving an alteration to the Memorandum or Articles of Association of the Company, or to wind up the Company, and other decisions so required from time to time by statute shall be made by a Special Resolution. A Special Resolution is one passed by a majority of not less than three-quarters of the votes that are cast.

(b) All other decisions shall be made by Ordinary Resolution requiring a simple majority vote of the votes that are cast.

19 Only one vote may be cast by or on behalf of each member on any particular resolution.

20 Anyone entitled to vote at a General Meeting may appoint any other person to act as proxy for him or her, and shall provide written authorization for the appointed person so to act, stating whether the proxy is

(a) To vote this way or that on any particular resolution, or

(b) Permitted to vote in accordance with his or her own judgment.

21 On any resolution to be decided by a show of hands, only members present in person (including the representatives of member organizations) shall be entitled to cast a vote. On any resolution to be decided by a written ballot, votes may be cast by members present in person or by proxy.

22 At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a written ballot is, before or on the declaration of the result of the show of hands, demanded by the Chair or by at least two persons present and entitled to vote. Unless a written ballot be so demanded, a declaration by the Chair that a resolution has on a show of hands been carried or lost, and an entry to that effect in the minutes of the meeting, shall be conclusive evidence of the fact without proof of the number or proportions of the votes cast in favour or against such resolution.
23 If a written ballot is duly demanded it shall be taken in such a manner as the Chair directs, provided that each member shall have only one vote, and the result of the ballot shall be deemed to be the resolution of the meeting at which the ballot was demanded. The demand for a written ballot may be withdrawn.

24 The demand for a written ballot shall not prevent the continuance of a meeting for the transaction of any business other than the question upon which a ballot has been demanded.

25 In the case of an equality of votes, whether on a show of hands or on a ballot, the Chair of the meeting shall not have a second or casting vote and the resolution shall be deemed to be lost.

Written resolutions

26 Any decision that may be made at a General Meeting of the Company may be made by written resolution, other than a decision to remove a Trustee or auditor before the expiry of their term of office.

27 A proposed written resolution shall be circulated to members and to the auditors in the same manner as notices for general meetings. Members signify their approval of the resolution if they wish to vote for it, and need take no action if they wish to vote against.

28 The majorities required to pass a written resolution are as follows:
   (a) for an ordinary resolution, approval is required from a simple majority of the members eligible to vote,
   (b) for a special resolution, approval is required from not less than 75% of the members eligible to vote.

29 The document indicating a member’s approval of a written resolution may be sent to the company as hard copy or in electronic form. A member’s agreement to a written resolution, once signified, may not be revoked.

30 A written resolution is passed as soon as the required majority of eligible members have signified their agreement to it. A written resolution lapses if the necessary number of approvals has not been received 28 days after the first day on which copies of the resolution were circulated to member.

Board of Trustees
31 The company shall have a Board of Trustees comprising not less than three and not more than twelve persons, elected by the members at or prior to the Annual General Meeting.

32 Trustees shall be selected by means of an open and transparent recruitment process in order to ensure the appointment of a Board with the necessary skills and experience required.

33 The Trustees shall from time to time determine procedures for electing Trustees, which may include elections held at the Annual general Meeting, or a postal ballot of the members conducted prior to the Annual General Meeting, or any other method considered to be effective and democratic.

34 Members are elected initially for a period of three years. At the end of this term they may submit themselves for re-election for a further three years.

35 Exceptionally, an elected or appointed Trustee who has served a full term of office may be allowed a further consecutive term, but any such extension shall be subject to particularly rigorous review and should take into account the need for progressive refreshing of the Board.

36 Under no circumstances shall any of the following serve as Trustees:
   (a) employees of the Company
   (b) persons who are bankrupt or who are otherwise disqualified by law from serving as company director,
   (c) persons who have an unspent conviction involving dishonesty or deception or who are otherwise disqualified by law from serving as company directors.

Disqualification and removal of Trustees

37 The office of an Trustee shall be immediately vacated if he or she
   (a) resigns his or her office in writing to the Company (but only if at least three trustees will remain in office when the resignation takes effect), or
   (b) is absent without good reason from all trustees’ meetings held within a six month period, and the remaining Trustees decide that he or she shall vacate office by reason of such absence, or
   (c) is directly or indirectly interested in any contract with the Company and fails to declare the nature of the interest, or
(d) is removed from office by ordinary resolution of the Company in General Meeting in accordance with the Act, or

(e) becomes bankrupt or is in breach of any county court administration order, or

(f) is otherwise disqualified by law from serving as a director of a company or as a charity trustee

Powers of the Board of Trustees

38 The Trustees may exercise all the powers of the Company other than those which may only be exercised by the Company in General Meeting or by written resolution, and subject to any regulations which may be made by the Company in General Meeting or by written resolution, but no such regulation made by the Company shall invalidate any prior act of the Trustees which would have been valid if that regulation had not been made

39 In addition to all powers expressly conferred upon them and without detracting from the generality of their powers under the Articles, the Trustees shall have the following powers, namely.

(a) to expend the funds of the Company in such manner as they shall consider most beneficial for the achievement of the objects and to invest in the name of the Company such part of the funds as they may see fit and to direct the sale or transposition of any such investments and to expend the proceeds of any such in furtherance of the objects of the Company,

(b) to enter into contracts on behalf of the Company

40 The funds of the Company, including all donations, contributions and bequests, shall be paid into an account operated by the Trustees in the name of the Company at such bank as the Trustees shall from time to time decide. All cheques, promissory notes and other instruments of expenditure shall be signed, drawn, endorsed or otherwise executed in such manner as the trustees shall from time to time determine, provided that all instruments of expenditure above a certain value established by the trustees shall require the signature of at least two Trustees

41 The Trustees may from time to time make and alter ruled for the conduct of their business, the summoning and conduct of their meeting and the custody of documents. No rule may be made which is inconsistent with the Memorandum or Articles or Association

42 The Trustees may act regardless of any vacancy in their body but, if and so long as their number is less than three, the remaining Trustees may act for the purposes of increasing their number, or of summoning a General Meeting of the Company, but for no other purpose

Proceedings of the Board of Trustees
43 The Trustees may meet together for the dispatch of business and may adjourn and otherwise regulate their meetings as they think fit.

44 A meeting shall be summoned on the request of a Trustee by giving reasonable notice to all the Trustees. It shall not be necessary to give notice of a meeting to any Trustee for the time being absent from the United Kingdom.

45 The quorum necessary for the transaction of the business of the Board of Trustees shall be one-quarter of the Trustees, or three Trustees, whichever is the greater.

46 The Trustees may elect a Chair of their meetings and determine the period for which he or she is to hold office, but if no such Chair has been elected, or if at any meeting he or she is not present five minutes after the time appointed for the commencement of the meeting, the Trustees present shall choose one of their number to be Chair of that meeting whose function shall be to conduct the business of the meeting in an orderly manner.

47 Questions arising at any meetings shall be decided by a majority of votes, each Trustee having one vote on each question to be decided in the case of an equality of votes, the Chair of the meeting shall not have a second or casting vote and the resolution shall be deemed to be lost.

48 A trustee shall declare an interest in and shall not speak or vote in respect of any matter in which he or she has personal material or financial interest or any matter arising from it.

49 All acts done by the Trustees or by any person acting as a Trustee shall, even if it be afterwards discovered that there was some defect in the appointment of any such Trustee or person acting as such, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Trustee.

50 A resolution in writing, signed by all the Trustees for the time being entitled to vote, shall be valid and effective if it had been passed at a meeting of the Trustees, and may consists of several documents in the same form, each signed by one or more Trustees.

Committees

51 The Trustees may delegate any of their powers to Committees consisting of such members of their body as they think fit. Any Committee so formed shall in the exercise of the power so delegated conform to any regulations imposed on it by the Trustees, which regulations shall always include provision for regular and prompt reports to the Trustees.

Officers
52 The Trustees may appoint such officers as they fit and may establish the terms of such appointment (subject to the Memorandum of Association) and the responsibilities and period of office of such officers

Secretary

53 The Trustees may appoint a Secretary of the Company upon such conditions as they think fit, and any Secretary so appointed may be removed by them

54 No remuneration may be paid to a Secretary who is also a Trustee

Minutes

55 The Trustees must keep minutes of all

(a) Appointments of officers made by the Trustees,

(b) Proceedings at meetings of the Company,

(c) Written resolutions passed by the Company,

(d) Meetings of the Trustees and committees of Trustees including

(I) The names of the Trustees present at the meeting,

(II) The decisions made at the meetings, and

(III) Where appropriate, the reasons for the decisions

56 Minutes of meetings shall be kept for a minimum of 10 years

Accounts

57 The Trustees must prepare for each financial year accounts as required by section 226 (or, if applicable, section 227) of the Act. The accounts must be prepared to show a true and fair view and follow accounting standards issued or adopted by the Accounting Standards Boards or its successors and adhere to the recommendations of applicable Statements of Recommendation Practice

58 The Trustees must keep accounting records as records as required by sections 221 and 222 of the Act

Annual Report and return and register of Charities

59 The Trustees must comply with the requirements of the Charities Act 1993 with regard to

(a) the transmission of the statements of account to the Company,
(b) the preparation of an annual report and its transmission to the Commission,

(c) the preparation of an annual report and its transmission to the Commission,

60 The Trustees must notify the Commission promptly of any changes to the Company’s entry on the Central Register of Charities

Audit

61 In accordance with the law for the time being in force the Company may- if it is eligible to do so- apply the small company audit exemptions. Otherwise once at least in every year the accounts of the Company shall be examined and the correctness of the income and expenditure account

And balance sheet ascertained by one or more properly qualified auditor or auditors

62 Auditors shall be appointed and their duties regulated in accordance with sections 237 and 384 of the Act. The remuneration of an auditor appointed by the members of the Company must be fixed by the members by ordinary resolution or in such manner as the members may by ordinary resolution determine

Rules or bye-laws

63 The Trustees may from time to time make such rules or bye-laws as they consider necessary or convenient for the proper conduct and management of the Company, and for establishing classes and conditions of membership. The Company in general Meeting or by written resolution shall have power to alter or repeal or add to any such rules or bye-laws

64 Trustees shall take such steps as they consider appropriate to bring such rules or bye-laws as to the attention of the members, but all such rules and bye-laws in force shall be binding on all members of the Company, whether or not they have received a copy of them

65 No rule or bye-law shall be inconsistent with the Company’s Memorandum and Articles of Association or with the Company’s statue as a registered charity

Interpretations

66 in these Articles

“The Act” means the Companies Act 1985 including and statutory modification or reenactment for the time being in force and any provisions of the Companies Act 2006 for the time being in force
“The Company” means the company to which these Articles apply “The Board of Trustees” means all those persons appointed to perform the duties of directors of the Company and “Trustee” means a director

“The Commission” means the Charity Commission for England and Wales

“Employee” means anyone holding a current contract of employment with the Company

“In writing” shall be taken to include reference to writing, printing, photocopying and other methods of representing or reproducing words in a visible form including electronic transmission where appropriate

Words importing the singular number shall include the plural and vice versa unless a contrary intention appears. Words importing persons shall include bodies corporate and associations if not inconsistent with the context. Unless the context requires otherwise, words or expressions contained in these Articles shall bear the same meaning as in the Act