



THE COMPANIES ACT 2006

COMMUNITY INTEREST COMPANY LIMITED BY GUARANTEE

Articles of Association

of FND Connect CIC

(FND Connect Community Interest Company)

Company name	FND Connect CIC (FND Connect Community Interest Company)
Company type	Community interest company limited by guarantee (no share capital)
Governing document	Articles of Association (bespoke, CIC-compliant)
Based on	CIC Regulator model articles — limited by guarantee, small membership (Schedule 1)
Membership	Each member is a director (small membership model)
First directors and members	Matthew Leigh Gerdes-Hansen; Emma Louise Wilder
Members' liability	Limited by guarantee — £1 each
Registered office	133 Fable Lane, Kingswood, Hull, HU7 3PT
Adopted	On incorporation of FND Connect CIC (June 2026)

Adopted on incorporation · June 2026

Interpretation

1. Defined Terms

1.1 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

2.1 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.

3.4 If:

3.4.1 the Company is wound up under the Insolvency Act 1986; and

3.4.2 all its liabilities have been satisfied,

any residual assets shall be given or transferred to another asset-locked body, chosen by the members of the Company at or before the time of the winding up and with the consent of the Regulator.

3.5 No asset-locked body is specified in these Articles as a default recipient of the Company's assets under Articles 3.2 and 3.4. Any transfer of the Company's residual assets under those Articles shall be made only to an asset-locked body and only with the consent of the Regulator. (A community interest company cannot nominate itself as the asset-locked body, and cannot nominate a non-asset-locked body. An asset-locked body is a community interest company or charity, a permitted society, or a non-UK based equivalent.)

4. Not for profit

4.1 The Company is not established or conducted for private gain: any surplus or assets are used principally for the benefit of the community.

Objects, Powers and Limitation of Liability

5. Objects

5.1 The objects of the Company are to carry on activities which benefit the community, and in particular (without limitation) to support, and improve the lives of, people affected by Functional Neurological Disorder (FND) across the United Kingdom — including adults and children with FND, their families, carers, friends and wider support networks, and the professionals and organisations seeking to better understand and support people living with FND. The Company will particularly support people who have recently received a diagnosis, people who feel unsupported after diagnosis, people experiencing functional seizures, mobility difficulties, fatigue, pain, cognitive symptoms, speech symptoms or other FND-related symptoms, and families or carers who need practical guidance, peer support, education, community connection and signposting.

5.2 In furtherance of the objects, but not otherwise, the Company may in particular:

5.2.1 operate an online information and support platform about FND, including accessible explanations, practical guidance, lived-experience content, downloadable resources, and signposting to relevant services and support;

5.2.2 provide online peer support spaces, social media communities, community engagement and awareness content for people affected by FND, their families and carers;

5.2.3 create and share educational resources, awareness campaigns, blog posts, videos, guides, training-style materials and events for the public, carers, volunteers, professionals and community organisations;

5.2.4 fundraise to support the Company's community benefit activities, including resource development, awareness campaigns, support services, community events, volunteer activity and practical support schemes;

5.2.5 develop practical support initiatives, which may include signposting, community guidance, support with reasonable adjustments and, where funding allows, access to mobility aids or other practical assistance for people affected by FND; and

5.2.6 work with volunteers, ambassadors, clinicians, researchers, partner organisations and community groups to improve awareness, share information and develop better support pathways for people affected by FND.

5.3 If the Company makes any surplus, it will be reinvested into the Company's community benefit activities. No surplus will be distributed for private benefit except where permitted by law and only where it directly supports the Company's community interest objects.

6. Powers

6.1 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.

Directors

8. Directors' general authority

8.1 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.

9. Members' reserve power

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

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

10. Chair

10.1 The Directors may appoint one of their number to be the chair of the Directors for such term of office as they determine and may at any time remove him or her from office.

11. Directors may delegate

11.1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles to such person or committee, by such means (including by power of attorney), to such an extent, in relation to such matters or territories, and on such terms and conditions, as they think fit.

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

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

12. Directors to take decisions collectively

12.1 Any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Article 18.

13. Calling a Directors' meeting

13.1 Two Directors may (and the Secretary, if any, must at the request of two Directors) call a Directors' meeting.

13.2 A Directors' meeting must be called by at least seven Clear Days' notice unless either all the Directors agree, or urgent circumstances require shorter notice.

13.3 Notice of Directors' meetings must be given to each Director, and must specify the place, day and time of the meeting and, if the Directors will not be in the same place, how they should communicate. Notice need not be in Writing and may be sent by Electronic Means to an Address provided by the Director.

14. Participation in Directors' meetings

14.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of one, when the meeting has been called and takes place in accordance with the Articles and they can each communicate to the others any information or opinions they have on any particular item of business. It is irrelevant where any Director is or how they communicate.

15. Quorum for Directors' meetings

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

15.2 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than two, and unless otherwise fixed it is two.

15.3 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision to appoint further Directors, or to call a general meeting so as to enable the members to appoint further Directors.

16. Chairing of Directors' meetings

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

17. Decision-making at meetings

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

17.2 In all proceedings of Directors each Director must not have more than one vote.

17.3 In case of an equality of votes, the Chair shall have a second or casting vote.

18. Decisions without a meeting

18.1 The Directors may take a unanimous decision without a Directors' meeting by indicating to each other by any means, including 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 signed by each Director or to which each Director has otherwise indicated agreement in Writing.

18.2 A decision made in accordance with Article 18.1 shall be as valid and effectual as if passed at a meeting duly convened and held, provided approval from each Director is received by a nominated recipient who then communicates to all Directors whether the resolution has been formally approved, records the date of the decision, and prepares a minute in accordance with Article 32.

19. Conflicts of interest

19.1 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 that interest to the Directors unless, or except to the extent that, the other Directors are or ought reasonably to be aware of it already.

19.2 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.

19.3 Whenever a matter is to be discussed at a meeting or decided in accordance with Article 18 and a Director has a Conflict of Interest in respect of that matter then, subject to Article 20, he or she must remain only for such part of the meeting as the other Directors consider necessary to inform the debate, not be counted in the quorum for that part of the meeting, and withdraw during the vote and have no vote on the matter.

19.4 When a Director has a Conflict of Interest which he or she has declared, he or she shall not be in breach of duty by withholding confidential information from the Company if disclosing it would breach another duty or obligation of confidence.

20. Directors' power to authorise a conflict of interest

20.1 The Directors have power to authorise a Director to be in a position of Conflict of Interest, provided the conflicted Director complies with Article 19.3 in relation to the authorising decision; in authorising it, the Directors may decide how the conflict is to be dealt with (including allowing the conflicted Director to participate and be counted in the quorum), may impose terms, and may vary or terminate the authorisation.

20.2 A Director shall not be accountable to the Company for any benefit derived from a matter, office, employment or position authorised under Article 20.1, subject to any limits or conditions of the approval.

21. Register of Directors' interests

21.1 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, in a proposed or existing transaction or arrangement with the Company which has not previously been declared.

22. Methods of appointing Directors

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

22.2 Any person who is willing to act as a Director, and is permitted by law to do so, may be appointed by ordinary resolution or by a decision of the Directors.

22.3 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 member.

23. Termination of Director's appointment

23.1 A person ceases to be a Director as soon as: that person ceases to be a Director by virtue of any provision of the Companies Acts or is prohibited from being a Director by law; a bankruptcy order (or equivalent) is made against that person; a composition is made with that person's creditors generally in satisfaction of their debts; the Company receives notification that the Director is resigning, and the resignation has taken effect (but only if at least two Directors will remain in office); the Director fails to attend three consecutive Directors' meetings and the Directors resolve that the Director be removed for that reason; or at a general meeting a resolution is passed that the Director be removed from office, the meeting having invited and considered the views of the Director concerned.

24. Directors' remuneration

24.1 Directors may undertake any services for the Company that the Directors decide.

24.2 Directors are entitled to such remuneration as the Directors determine for their services to the Company as Directors and for any other service which they undertake for the Company.

24.3 Subject to the Articles, a Director's remuneration may take any form and include pension, allowance, gratuity or death, sickness or disability benefits. Unless the Directors decide otherwise, remuneration accrues from day to day.

24.4 Any remuneration or other benefit paid to a Director is subject to the restrictions on the distribution of assets imposed by the asset lock in Article 3 and by the Community Interest Company Regulations, and must not amount to a distribution of profit for private gain.

25. Directors' expenses

25.1 The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at meetings of Directors or committees, general meetings, or separate meetings of any class of members, or otherwise in connection with the exercise of their powers and the discharge of their responsibilities.

Members

26. Becoming a member

26.1 The subscribers to the Memorandum are the first members of the Company.

26.2 Such other persons as are admitted to membership in accordance with the Articles shall be members of the Company.

26.3 Each member of the Company shall be a Director.

26.4 No person shall be admitted a member of the Company unless he or she is approved by the Directors.

26.5 Every person who wishes to become a member shall deliver to the Company an application for membership in such form (and containing such information) as the Directors require and executed by him or her.

27. Termination of membership

27.1 Membership is not transferable to anyone else.

27.2 Membership is terminated if:

27.2.1 the member dies or ceases to exist;

27.2.2 otherwise in accordance with the Articles; or

27.2.3 a member ceases to be a Director.

General Meetings and Resolutions

28. General meetings

28.1 General meetings must be held in accordance with the provisions regarding such meetings in the Companies Acts.

29. Written resolutions

29.1 A written resolution of the Company passed in accordance with this Article shall have effect as if passed by the Company in general meeting. A written resolution is passed as an ordinary resolution if it is passed by a simple majority of the total voting rights of eligible members, and as a special resolution if it is passed by members representing not less than 75% of the total voting rights of eligible members (and it must state that it is proposed as a special resolution).

29.2 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.

29.3 A copy of the written resolution must be sent to every eligible member, together with a statement of how to signify agreement and the date by which the resolution must be passed if it is not to lapse. A member signifies agreement when the Company receives from him or her an authenticated Document identifying the resolution and indicating agreement. A proposed written resolution lapses if it is not passed within 28 days beginning with the circulation date.

Administrative Arrangements and Miscellaneous

30. Means of communication to be used

30.1 Subject to the Articles, anything sent or supplied by or to the Company may be sent or supplied in any way provided for by the Companies Act 2006. Notices or Documents to a Director in connection with decision-making may also be sent by the means that Director has asked for. A Director may agree that notices sent in a particular way are deemed received within an agreed time of being sent.

31. Irregularities

31.1 The proceedings at any meeting, poll, written resolution or decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give, or non-receipt of, notice) or any want of qualification of persons present or voting, or by reason of business being considered which is not referred to in the notice, unless the Companies Acts provide otherwise.

32. Minutes

32.1 The Directors must cause minutes to be kept of all appointments of officers, all resolutions of the Company and of the Directors, and all proceedings at meetings of the Company, the Directors and committees (including the names of Directors present). Minutes must be kept for at least ten years.

33. Records and accounts

33.1 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 annual reports (including the community interest company report), annual returns or confirmation statements, and annual statements of account.

34. Indemnity

34.1 Subject to Article 34.2, a relevant Director of the Company or an associated company may be indemnified out of the Company's assets against any liability incurred in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company, any liability incurred as a trustee of an occupational pension scheme, and any other liability incurred as an officer of the Company or an associated company.

34.2 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.

35. Insurance

35.1 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, as those terms are defined in the Companies Acts.

36. Exclusion of model articles

36.1 The relevant model articles for a company limited by guarantee under the Companies Act 2006 are hereby expressly excluded.

Schedule – Interpretation

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

- "**Address**" includes a number or address used for sending or receiving Documents by Electronic Means.
- "**Articles**" means the Company's articles of association.
- "**asset-locked body**" means (i) a community interest company, a charity or a permitted society; or (ii) a body established outside the United Kingdom that is equivalent to any of those.
- "**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.
- "**Chair**" has the meaning given in Article 10.
- "**Clear Days**" in relation to a period of notice, means that period excluding the day the notice is given (or deemed given) and the day for which it is given or on which it is to take effect.
- "**community**" is to be construed in accordance with section 35(5) of the Companies (Audit, Investigations and Community Enterprise) Act 2004.
- "**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.
- "**Company**" means FND Connect CIC (FND Connect Community Interest Company).
- "**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.
- "**Director**" means a director of the Company, and includes any person occupying the position of director, by whatever name called.
- "**Document**" includes, unless otherwise indicated, any Document sent or supplied in Electronic Form.
- "**Electronic Form**" and "**Electronic Means**" have the meanings given in section 1168 of the Companies Act 2006.
- "**Hard Copy Form**" has the meaning given to it in the Companies Act 2006.
- "**Memorandum**" means the Company's memorandum of association.
- "**permitted society**" means a registered 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.
- "**the Regulator**" means the Regulator of Community Interest Companies.
- "**Secretary**" means the secretary of the Company (if any).
- "**specified**" means specified in the memorandum and articles of association of the Company.
- "**subsidiary**" has the meaning given in section 1159 of the Companies Act 2006.
- "**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.
- "**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.

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. Unless the context otherwise requires, other words or expressions bear the same meaning as in the Companies Act 2006 in force when the Articles become binding on the Company.

These Articles of Association are adopted by FND Connect CIC, a community interest company limited by guarantee (small membership), on its incorporation. The first directors and members are Matthew Leigh Gerdes-Hansen and Emma Louise Wilder. The Articles are consistent with the community interest statement set out in the company's Form CIC36 and comply with the requirements of the Community Interest Company Regulations 2005.