# Articles of Association of The Landworkers' Alliance Ltd

being a not for profit co-operative company limited by guarantee

#### **Defined terms**

In the articles, unless the context requires otherwise "The act" means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the company;

"articles" means the company's articles of association;

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

"the board of directors" or "board" means all those persons appointed or delegated to perform the duties of directors of the Alliance;

"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;

"consensus" means a decision made to which all parties explicitly agree to being implemented;

"the Alliance" means the above named company;

"The Co-operative Principles" means the principles as defined from time to time by the International Co-operative Alliance and contained in their Statement of Cooperative Identity;

"The Co-operative Values" means the values as defined from time to time by the International Co-operative Alliance and contained in their Statement of Cooperative Identity. These are reproduced in Annexe A:

"director" means a director of the Alliance:

"facilitator" has the meaning given in article 14 and article 30 respectively;

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

"ordinary resolution" has the meaning given in section 281 of the Companies Act 2006; "participate", in relation to a directors' meeting, has the meaning given in article 12;

"proxy notice" has the meaning given in article 35;

"special resolution" is a resolution passed at a meeting or as a written resolution and the notice of the meeting included the text of the resolution and specified the intention to propose the resolution as a special resolution, and requires a 75% majority of those members present and eligible to vote. In any vote on a special resolution each member shall have one vote.

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 Alliance.

## 2 Objects

- (1) The objects for which the Alliance is established are:
- (a) To create a national alliance and represent the views and interests of small and medium scale producers affiliated with the international objectives of Via Campesina.
- b) To promote the principles of food sovereignty through research, lobbying activities, campaigns, and educational projects.
- (c) To provide support services to members of the Alliance.
- (d) To do all such other activities, enterprises, projects or ventures which can, in the opinion of the directors of the Alliance, be deemed incidental or conducive (either directly or indirectly) to the attainment of the objects of the Alliance or any of them.

# 3 Income and property

- (1) The income and property of the Alliance however derived shall be applied solely towards the promotion of the objects of the Alliance as set out herein and no portion shall be paid or transferred directly or indirectly to the members of the Alliance except by way of payment in good faith to any member of the Alliance in return for services actually rendered to the cooperative, of reasonable wages, bonuses and repayments of expenses, interest on money lent or reasonable rent on premises demised or let to the Alliance. Interest paid by the Alliance on money borrowed from members shall not exceed such rate as is necessary to attract and retain the capital required to further the Alliance's objects.
- (2) This article is entrenched in accordance with section 22 of the Act and any alternation to the article requires the approval of 100% of the members.

# 4 Application of surplus

- (1) The profit of the Alliance shall be applied as follows, in such proportion and in such manner as the General Meeting shall decide from time to time:
- (a) To a general reserve for the continuation and development of the Alliance;
- (b) To a bonus to all employees in proportion to the hours worked with the Alliance according to a formula to be applied equally to all members;
- (c) To make payments for social, co-operative, community or charitable objects.
- (2) This article is entrenched in accordance with section 22 of the Act and any alternation to the article requires the approval of 100% of the members.

#### 5 Dissolution

- (1) In the event of wind up or dissolution of the Alliance the liquidator shall, according to the law, use the assets of the Alliance to satisfy its debts and liabilities. Any balance of assets remaining must not be distributed among the members of the Alliance but shall be transferred by the liquidator to one or several of the following:
- (a) A co-operative or common ownership enterprise having aims similar or compatible to those of the Alliance, and which shall prohibit the distribution of its income among its membership to an extent at least as great as is imposed on the Alliance under Article 3:
- (b) A fund maintained for the benefit or promotion of common ownership enterprises;
- (c) A charity or charities having aims similar or compatible to those of the cooperative in such a manner as the members decide at or before the time of winding up or dissolution.
- (2) This article is entrenched in accordance with section 22 of the Act and any alternation to the article requires the approval of 100% of the members.

# 6 Membership

- (1) The first Members of the Alliance will be the subscribers to the memorandum of association of the Alliance.
- (2) The Alliance may admit to membership any individual, unincorporated body, firm, partnership or corporate body that has paid or agreed to pay any subscription or other sum due in respect of membership, can demonstrate a commitment to the six principles of food sovereignty as defined by La Via Campesina (see appendix); and falls into one or more of the categories below:
- a) Individual small or medium scale food and fibre producers using organic, low impact or agro-ecological methods
- b) Community Supported Agriculture projects
- c) Agricultural workers
- d) Small- scale sustainable fisherfolk

- e) Woodland workers practising sustainable forestry and producing local woodland products
- f) Producers who use local land based products to earn their livelihood through traditional craft or food processing
- g) Artisanal producers who in working in occupations ancillary to food and fibre production
- h) Alliances, co-operatives and unconstituted groups of producers and agricultural workers
- i) New entrants seeking to pursue a land-based livelihood
- (6) In accordance with the Co-operative Principle of voluntary and open membership, whilst the Co-operative shall undertake to encourage its Employees, Users and Supporters to become Members, membership must be voluntary and as a result cannot be a condition of employment.

### (7) Applications for Membership

- (a) No natural person shall be admitted into membership of the Co-operative unless they have attained the age of 16. All those wishing to become a Member must support the aims of the Alliance and applications for membership shall be in a form approved by the Directors and the Directors shall approve each application.
- (b) Non-natural persons which are Members shall either (1) by resolution of its governing body appoint a representative who may during the continuance of their appointment be entitled to exercise all such rights and powers as the corporate body would exercise if it were an individual person. Each such corporate body Member shall supply notification in Writing to the Alliance of its choice of representative. Or (2) by approval of the Board of Directors attain membership for a specified number of natural persons within the corporate body. These natural persons will there after engage in the Alliance as natural persons.

#### (8) Member Commitment

(a) All Members agree to attend general meetings and take an active interest in the operation and development of the Co-operative and its

business. Members have a duty to respect the confidential nature of the business decisions of the Co-operative.

In accordance with the Co-operative Principle of education, training and information, the Co-operative shall provide potential Members with information about what the role of a Member is within the Co-operative and will provide training in the skills required to be a Member and to participate in the operation of the Co-operative.

- (b) The Co-operative shall provide ongoing education and training in co-operative values and Co-operative Principles and associated topics. The Alliance shall support its Members by ensuring that meetings are accessible and encourage participation.
- (9) Termination of Membership

A Member shall cease to be a Member of the Alliance immediately that they:

- (a) Cease to meet the Alliance's criteria for membership; or
- (b) Fail in the opinion of the Board of Directors unreasonably to pay any fee or other monies due to the Alliance; or
- (c) Resign in Writing as a Member of the Alliance to the Secretary; or
- (d) Are expelled from membership in accordance with these Articles; or
- (e) Dies, or in the opinion of the Board are unable to carry out their duties, is wound up or goes into liquidation.
- (10) The rights and privileges of a Member shall not be transferable or transmissible.
- (11) A Member may be expelled from membership by a resolution of the Alliance stating that it is in the best interests of the Alliance that her/his/its membership is terminated. A resolution to remove a Member from membership may only be passed if:
  - (a) The Member has been given at least 21 days' notice in Writing of the general meeting at which the resolution to expel them will be proposed and the reasons why it is to be proposed; and
  - (b) The Member or, at the option of the Member, an individual who is there to represent them (who need not be a Member of the Alliance) has been allowed to make representations to the general meeting.

## 7 Liability of members

The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the Alliance in the event of its being wound up while she or he is a member or within one year after she or he ceases to be a member, for:

- (a) payment of the Alliance's debts and liabilities contracted before she or he ceases to be a member,
- (b) payment of the costs, charges and expenses of winding up, and
- (c) adjustment of the rights of the contributories among themselves.

## 8 Directors' general authority

Subject to the articles, the directors are responsible for the management of the Alliance's business, for which purpose they may exercise all the powers of the Alliance.

- (1) The members may, by special resolution at a general meeting direct the directors to take, or refrain from taking, specified action.
- (2) No such special resolution invalidates anything which the directors have done before the passing of the resolution.
- (3) This article is entrenched in accordance with section 22 of the Act and any alternation to the article requires the approval of 100% of the members.

# 9 Delegation by Directors

- (1) Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles;
  - (a) to such person or committee;
  - (b) by such means (including by power of attorney);
  - (c) to such an extent;
  - (d) in relation to such matters or territories; and
  - (e) on such terms and conditions; as they think fit.

- (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.
- (3) The directors may revoke any delegation in whole or part, or alter its terms and conditions.

## 10 Sub-committees

- (1) Sub-committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors.
- (2) The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.

# 11 Directors' decision-making

- (1) Any director may call a directors' meeting by giving notice of the meeting to the directors.
- (2) Notice of any directors' meeting must indicate:
  - (a) its proposed date and time;
  - (b) where it is to take place; and
  - (c) 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.
- (2) Any decision of the directors must be taken by consensus.
- (2) Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.
- (3) Exact procedures for reaching consensus shall be decided from time to time by the directors or by a decision of the Alliance in general meeting.
- (4) When deciding procedures for reaching consensus the directors may include an option of taking a vote in case of directors' inability to reach any decision by consensus.

(5) Notice of a directors' meeting must be given to each director, but need not be in writing.

# 12 Participation in directors' meetings

- (1) Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when
  - (a) the meeting has been called and takes place in accordance with the articles, and
  - (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- (2) In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.
- (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 directors' meetings

- (1) At a directors' meeting, unless a quorum is participating, no proposal is to be decided on, except a proposal to call another meeting.
- (2) The quorum for directors' meetings may be fixed from time to time by a decision of the Alliance in general meeting, but it must never be less than 50% of the directors or two, whichever is greater.
- (3) If the total number of directors for the time being is less than the two, the directors must not take any decision other than a decision to call a general meeting so as to enable the members to appoint further directors.

# 14 Facilitation of directors' meetings

- (1) The directors may appoint a member to facilitate their meetings.
- (2) The person so appointed for the time being is known as the facilitator.
- (3) The directors may terminate the facilitator's appointment at any time.
- (4) If the facilitator is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors may appoint one of themselves to facilitate it.

#### 15 Conflicts of interest

- (1) If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the Alliance in which a director is interested, that director is not to be counted as participating in that part of the meeting for quorum or decision making purposes.
- (2) But if paragraph (3) applies, a director who is interested in an actual or proposed transaction or arrangement with the Alliance is to be counted as participating in the decision making process for quorum and decision making purposes.
- (3) This paragraph applies when:
  - (a) the board decides to disapply the provision of the articles which would otherwise prevent a director from being counted as participating in the decision making process;
  - (b) the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest: or
  - (c) the director's conflict of interest arises from a permitted cause.
- (4) For the purposes of this article, the following are permitted causes
  - (a) a guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the Alliance or any of its subsidiaries;
  - (b) subscription, or an agreement to subscribe, for securities of the cooperative or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such securities; and
  - (c) arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the Alliance or any of its subsidiaries which do not provide special benefits for directors or former directors.
- (5) For the purposes of this article, references to proposed decisions and decision making processes include any directors' meeting or part of a directors' meeting.
- (6) If a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for decision making or quorum purposes, the question may, before the conclusion of the meeting, be decided upon by the board.

### 16 Directors' discretion to make further rules

Subject to the articles, the Alliance in general meeting or the board of directors may make any rule which they think fit about the running of the cooperative.

## 17 Methods of appointing directors

- (1) Those persons notified to the Registrar of Companies on incorporation and such others as they may determine in writing shall be the initial Board of Directors of the Co-operative from incorporation until the first annual general meeting.
- (2) Directors are elected by and from the membership of the Co-operative. They shall have been members of the cooperative for at least the two years preceding their appointment and be an individual person'.
- (3) At the first annual general meeting all Directors shall stand down. At every subsequent annual general meeting one-third of the Board of Directors, or if their number is not a multiple of three then the number nearest to one-third, shall retire from office. The Directors to retire shall be the Directors who have been longest in office since their last election. Where Directors have held office for the same amount of time the Director to retire shall be decided by lot. A retiring Director shall be eligible for re-election.
- (4) The Cooperative shall endeavor to ensure that the composition of the board of directors reflects an inclusive balance of race, ethnicity, gender, sexuality, age, ability, background, sector and region of the UK. This shall be reviewed from time to time.
- (5)The Board of Directors shall consist of up to twelve elected Directors. In addition the Board of Directors may co-opt up to four additional directors, who may be external independent Directors and need not be Members, and are selected for their particular skills and/or experience. Such external independent Directors shall serve a fixed period determined by the Board of Directors at the time of the co-option, subject to a review at least every 12 months. External independent Directors may be removed from office at any time by a resolution of the Board of Directors.

(6)The Board of Directors may at any time fill a casual vacancy on the Board by co-option. Such co-opted individuals must be Members of the Alliance and will hold office as Director only until the next annual general meeting.

## 18 Termination of director's appointment

A person ceases to be a director as soon as

- (a) 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;
- (b) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (c) a registered medical practitioner who is treating that person gives a written opinion to the Alliance stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months:
- (d) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
- (e) notification is received by the Alliance from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms;
- (f) that person ceases to be a member of the Alliance;
- (g) that person is removed from office by an ordinary resolution of the cooperative in general meeting in accordance with these articles and the Companies Acts;
- (h) where the individual is the representative of a Member organisation, the Member organisation removes their endorsement of that representative; and
- (i) where the person is the representative of a Member organisation that Member organisation ceases to exist.

#### 19 Directors' remuneration

- (1) Directors may undertake any services for the Alliance that the board decides.
- (2) Directors are entitled to such remuneration as the directors determine:

- (a) for their services to the Alliance as directors, and
- (b) for any other service which they undertake for the Alliance.
- (3) Subject to the articles, a director's remuneration may:
  - (a) take any form, and
  - (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.

## 20 Directors' expenses

The Alliance may pay any reasonable expenses which the directors properly incur in connection with their attendance at

- (a) meetings of directors or committees of directors,
- (b) general meetings, or
- (c) separate meetings of the holders of debentures of the Alliance, or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Alliance.

#### 21 Accounts

- (1) The Directors must keep accounting records and prepare for each financial year accounts as required by the Act. The accounts must be prepared to show a true and fair view
- (2) Accounts shall always be open to the inspection of all members and other persons authorised by the Alliance in a general meeting.

# 22 General Meetings

(1) The Co-operative shall in each calendar year hold a general meeting of the Members as its annual general meeting and shall specify the meeting as such in the notices calling it. The first annual general meeting shall be held within 18 months of incorporation. Every annual general meeting except the first shall be held not more than 15 months after the previous annual general meeting.

- (2) Members in general meeting may require directors to prepare and present to the members such regular financial reports, results and cash flow predictions showing the current financial position of the Alliance.
- (3) Members in general meeting may require directors to prepare and present to the members such accounts of the Alliance's activities as to measure the social, co-operative, environmental and ethical impact of the Alliance's activities.
- (4) All members in general meeting shall have the opportunity to review the management of the business and the general meeting shall ensure that the cooperative is functioning in accordance with the co-operative values and principles.

# 23 Calling a general meeting

- (1) The board of directors may call a general meeting
- (2) The members may require the directors to call a general meeting of the cooperative. The directors are required to call a general meeting once the cooperative has received requests to do so from at least 10% of members or 20 members, whichever is the greater.
- (3) A request for a general meeting may specify:
- (a) its date and time; and
- (b) where it is to take place.
- (4) The Directors shall call the annual general meeting giving 14 clear days' notice to all Members. All other general meetings shall be convened with at least 14 clear days' notice but may be held at shorter notice if so agreed in Writing by a majority of Members together holding not less than 90% of the total voting rights of the Co-operative.
- (5) All notices shall specify the date, time and place of the meeting along with the general nature of business to be conducted and any proposed resolutions. The notice must also contain a statement setting out the right of each Member to appoint a proxy.
- (6) 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.

# 24 Attendance and speaking at general meetings

- (1) A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- (2) A person is able to exercise the right to participate in decision making at a general meeting when:
  - (a) that person is able to participate in decision making during the meeting on resolutions raised at the meeting, and
  - (b) that person's participation in the decision making process can be taken into account in determining whether or not such resolutions are passed at the same time as the decision is being made by all the other persons attending the meeting.
- (3) The Alliance in general meeting may make whatever arrangements it considers appropriate to enable those attending a general meeting to exercise their rights to speak or participate in the decision making at it.
- (4) In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.
- (5) Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and participate in decision making at that meeting, they are (or would be) able to exercise them.

# 25 Quorum for general meetings

- (1) No business is to be transacted at a general meeting if the persons attending it, or represented by proxy, do not constitute a quorum.
- (2) The quorum for general meetings may be fixed from time to time by a decision of the Alliance in general meeting, but it must never be less than 5% of the members or 40 members, whichever is greater. If at the time of a general meeting the Alliance has less than 40 members then the quorum shall be 75% of all members.

# 26 Facilitating general meetings

- (1) The meeting must appoint a member to facilitate the meeting, and the appointment of the facilitator of the meeting must be the first business of the meeting.
- (2) The person facilitating a meeting in accordance with this article is referred to as "the facilitator of the meeting".

# 27 Attendance and speaking by directors and non-members

(1) The Alliance in general meeting may permit other persons who are not members of the Alliance to attend and speak at a general meeting.

# 28 Adjournment

- (1) If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the facilitator of the meeting must adjourn it.
- (2) The facilitator of the meeting may adjourn a general meeting at which a quorum is present if:
  - (a) the meeting consents to an adjournment, or
  - (b) it appears to the facilitator of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- (3) The facilitator of the meeting must adjourn a general meeting if directed to do so by the meeting.
- (4) When adjourning a general meeting, the facilitator of the meeting must:
  - (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the members, and
  - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- (5) If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Alliance must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)
  - (a) to the same persons to whom notice of the Alliance's general meetings is required to be given, and
  - (b) containing the same information which such notice is required to contain.

(6) No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

## 29 Decisions at general meetings

- (1) Decision making by the members in general meeting, including ordinary and special resolutions, must aim to achieve consensus. Exact procedures for reaching consensus shall be decided from time to time by the directors or by a decision of the Alliance in general meeting.
- (2) In the event that it is impossible to achieve consensus, the meeting can move to a vote and any resolution is passed by a the majority as defined in law (and subject to any entrenchment provisions) for the type of resolution -50% for an ordinary resolution and 75% for a special resolution.

#### 30 Poll votes

- (1) A poll on a resolution may be demanded at a general meeting, either before or immediately after a decision has been confirmed by the facilitator.
- (2) As required by the Acts, a poll may be demanded by:
  - (a) 5 or more members; or
  - (b) 5 % of the membership (Which ever is the greater number).
- (3) A demand for a poll may be withdrawn if the poll has not yet been taken.
- (4) Polls must be taken at such a time in that same meeting and in such manner as the facilitator of the meeting directs.
- (5) In the case of a poll being taken each member shall have one vote.

# 31 Content of proxy notices

- (1) A member who is absent from a general meeting may appoint any member to act as their proxy. No member however may act as proxy for more than three members at any one time in any general meeting.
- (2) Proxies may only validly be appointed by a notice in writing (a "proxy notice") which
  - (a) states the name and address of the member appointing the proxy;

- (b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
- (c) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and
- (d) is delivered to the Alliance in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.
- (3) The Alliance may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- (4) Proxy notices may specify how the proxy appointed under them is to represent their views or in the case of a poll to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- (5) Unless a proxy notice indicates otherwise, it must be treated as
  - (a) allowing the person appointed under it as a proxy discretion as to how to vote in any poll on any ancillary or procedural resolutions put to the meeting, and
  - (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

# 32 Delivery of proxy notices

- (1) A member who is entitled to participate in any decision at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Alliance by or on behalf of that person.
- (2) An appointment under a proxy notice may be revoked by delivering to the cooperative a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- (3) A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- (4) A proxy notice must be signed by the person appointing the proxy or otherwise evidenced as genuine.

#### 33 Means of communication to be used

(1) Subject to the articles, anything sent or supplied by or to the Alliance under the articles 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 Alliance.

- (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.
- (3) A director may agree with the Alliance that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

## **Appendix**

The 6 principles of Food Sovereignty as defined by La Via Campesina are as follows:

## **Food Sovereignty:**

**Focuses on Food for People**, putting the right to food at the centre of food, agriculture, livestock and fisheries policies; and rejects the proposition that food is just another commodity or component for international agri-business.

Values Food Providers and respects their rights; and rejects those policies, actions and programmes that undervalue them, threaten their livelihoods and eliminate them.

**Localises Food Systems**, bringing food providers and consumers closer together; and rejects governance structures, agreements and practices that depend on and promote unsustainable and inequitable international trade and give power to remote and unaccountable corporations.

**Puts Control Locally** over territory, land, grazing, water, seeds, livestock and fish populations; and rejects the privatisation of natural resources through laws, commercial contracts and intellectual property rights regimes.

**Builds Knowledge and Skills** that conserve, develop and manage localised food production and harvesting systems; and rejects technologies that undermine, threaten or contaminate these, e.g. genetic engineering.

**Works with Nature** in diverse, agroecological production and harvesting methods that maximise ecosystem functions and improve resilience and adaptation, especially in the face of climate change; and rejects energy-intensive industrialised methods which damage the environment and contribute to global warming.