

**The Companies Act 2006**

**Company not having a share capital**

**Articles of Association**

**Adopted by a special resolution dated [00 month 2016]**

**of**

**Enfield Island Village Trust**

**1 Name**

1.1 The name of the company is Enfield Island Village Trust ("the **Charity**").

**2 Registered office**

2.1 The registered office of the Charity is in England and Wales.

**3 Objects**

3.1 The objects of the Charity ("the **Objects**") are for the public benefit:

- (a) The provision and maintenance of a community centre for the use of the inhabitants of the Estate and others without distinction of political, religious or other opinion, including use for:
  - (i) meetings, lectures and classes, and
  - (ii) other forms of recreation and leisure-time occupationwith the object of improving the conditions of life for the inhabitants and others,
- (b) The maintenance, improvement or provision of public amenities,
- (c) The promotion for the benefit of the inhabitants of the Estate and others of the provision of facilities for recreation or other leisure time occupation of individuals who have need of such facilities by reason of their youth, age, infirmity or disablement, financial hardship or social and economic circumstances or for the public at large in the interests of social welfare and with the object of improving the condition of life of the said persons,
- (d) The promotion of the conservation protection and improvement of the physical and natural environment,
- (e) The promotion of public safety and the prevention of crime and the protection of people and property from crime,
- (f) The furtherance of such other exclusively charitable purposes according to the laws of England and Wales as the Trustees in their absolute discretion from time to time determine.

**4 Powers**

4.1 The Charity has the power to do anything within the law which may promote or may help to promote the Objects or any of them including (but without limitation) the power:

- 4.1.1 to co-operate with and to enter into joint ventures, collaborations and partnerships with charitable and non-charitable bodies;
- 4.1.2 to affiliate with and where appropriate merge with any charity having similar objects to the Objects;

- 4.1.3 to borrow money and to give security for loans, grants and other obligations over the assets of the Charity (but only in accordance with the restrictions imposed by the Charities Act 2011);
- 4.1.4 to acquire, rent or hire property of any kind;
- 4.1.5 to sell, let, license, mortgage or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 2011);
- 4.1.6 to make loans of money and give credit and to give guarantees or security for the performance of any obligations by any person or company;
- 4.1.7 to set aside funds for special purposes or as reserves against future expenditure, but only in accordance with a Written policy on reserves;
- 4.1.8 to deposit or invest funds in any manner (but to invest only after taking such advice as the trustees consider is reasonably necessary from such person as is reasonably believed by the trustee to be qualified to give it by his or her ability in and practical experience of financial and other relevant matters);
- 4.1.9 to delegate the management of investments to any person provided that:
  - (a) the delegate is authorised to carry on investment business under the provisions of the Financial Services and Markets Act 2000;
  - (b) the investment policy is set out in Writing by the Trustees;
  - (c) the performance of the investments is reviewed regularly with the Trustees;
  - (d) the investment policy and the delegation arrangements are reviewed at least once a year;
  - (e) all payments due to the delegate are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt by the delegate; and
  - (f) the delegate must not do anything outside the powers of the Trustees;
- 4.1.10 to arrange for the investments or other property of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of any person to whom the management of investments is delegated and to pay any reasonable fee required;
- 4.1.11 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 4.1.12 to take out indemnity insurance to insure the Trustees against the costs of a successful defence to criminal proceedings brought against them as charity trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be in breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
- 4.1.13 to employ paid or unpaid agents, staff or advisers;
- 4.1.14 to enter into contracts to provide services to or on behalf of other bodies;
- 4.1.15 to establish, support or acquire subsidiary companies;
- 4.1.16 to open and operate bank accounts and banking facilities;
- 4.1.17 to solicit and accept grants, donations, endowments, gifts, legacies and bequests of assets on any terms;
- 4.1.18 to enter into any contract or agreement (including any finance lease);

4.1.19 to carry on any trade in so far as the trade is;

- (a) exercised in the course of the actual carrying out of the Objects of the Charity; or
- (b) ancillary to the carrying out of the Objects; or
- (c) not taxable trading.

## **5 Limited liability**

5.1 The liability of the Members is limited.

## **6 Guarantee**

6.1 Every Member agrees to contribute to the Charity £1 or any smaller amount required if:

6.1.1 the Charity is wound up while he or she is a Member or within a year afterwards, and

6.1.2 the Charity has debts and liabilities which it cannot meet out of its own assets.

## **7 Membership**

7.1 The number of Members is unlimited.

7.2 The Charity must keep at the Office a register of Members showing their name, postal address and dates of becoming a Member and ceasing to be a Member. That register shall be conclusive evidence of Membership, unless the contrary is shown.

7.3 Subject to any restrictions permitted by the Act, the register is available for inspection by the Members without charge and any other person on payment of a fee prescribed by the Charity, subject to any maximum fee imposed by law. Where a non-member seeks to inspect the register, within five work days the Charity must either comply with the request or apply to the Court for permission not to comply with the request.

7.4 Subject to the provisions of these Articles, Membership is open to:

7.4.1 all Freeholders; and

7.4.2 all Leaseholders.

7.5 No person may be admitted to Membership other than those persons referred to in Article 7.4. A Freeholder or Leaseholder may apply to become a Member by Writing to the Board of Trustees at the Office. On receipt of an application the Trustees may request further evidence of the fact that the person is a Freeholder or Leaseholder and, subject to satisfactory evidence being provided (where requested) and subject to Article 7.13, the Trustees shall admit that person to Membership and enter the applicant's name in the Charity's Register of Members as soon as reasonably practicable.

7.6 Where a Member who is a Freeholder grants a lease of his Property or any part of it for a term exceeding seven years the Leaseholder shall be entitled to apply to become a Member, and the Freeholder shall cease to be a Member, subject to Article 7.13. Where a Leaseholder grants a sub-lease for a term exceeding seven years the sub-lessee shall be entitled to become a Member and the Leaseholder shall cease to be a Member (and for the purposes of these Articles any such sub-lessee shall be deemed to be a Leaseholder), again subject to Article 7.13.

7.7 A Member who has been a Freeholder or Leaseholder shall cease to be a Member on ceasing to be a Freeholder or Leaseholder. This is subject to Article 7.13.

7.8 Any person who ceases to be a Freeholder or Leaseholder must inform the Charity of this in Writing as soon as reasonably practicable.

- 7.9 For the avoidance of doubt, if a person ceases to be a Freeholder or Leaseholder of a Property (or part of a Property), but continues to be a Freeholder or Leaseholder of a different Property (or a different part of the same Property) that person continues to be a Member.
- 7.10 Where two or more persons are freehold or leasehold owners of the same Property and have been admitted to Membership, they shall be joint Members and the vote of the person who is named first in the register of Members, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.
- 7.11 A Member which is an organisation must, if asked, give a copy of its constitution to the Charity.
- 7.12 Each Member which is an organisation has the right to appoint one representative. At any time by giving notice in Writing to the Charity, that Member can cancel the appointment of its representative and appoint another instead. The Member must confirm the name of its representative at the Charity's request. The representative has the right to attend and to vote at general meetings of the Charity and any vote given shall be valid unless prior to the vote the Charity receives Written notice ending the representative's authority,
- 7.13 Any dispute as to the time at which a person became or ceased to be a Freeholder or Leaseholder shall be determined, so far as possible, by reference to the registration of that person's interest in a Property at HM Land Registry but, in the event that the information held at HM Land Registry is not conclusive, the final decision as to eligibility for membership will be taken by the Trustees.
- 7.14 None of the rights of any Member may be transferred or transmitted to another person.
- 7.15 A Member stops being a Member if:
- 7.15.1 the Member resigns from Membership by giving notice in Writing to the Charity, or
  - 7.15.2 Membership ends under Article 7.6 or 7.7, or
  - 7.15.3 any sums payable by the Member to the Charity under the terms of the transfer or lease under which he holds his Property (or any of his Properties) remain unpaid six months after they are due and the Board resolves to end that Member's Membership, or
  - 7.15.4 the Member dies or, being an organisation, ceases to function or is wound up, save that if a Freeholder or Leaseholder shall die or be adjudged bankrupt his legal personal representative or representatives of the Trustee in his bankruptcy shall be entitled to be registered as a Member provided that he or they shall for the time being be a Freeholder or Leaseholder.

## **8 General Meetings of the Charity**

- 8.1 The Board shall convene an annual general meeting in each calendar year which shall be open to Members and such other people as the Trustees see fit in order to discuss matters relating to the Charity and to elect Trustees.
- 8.2 All general meetings except annual general meetings are called extraordinary general meetings.
- 8.3 The Board may call an extraordinary general meeting whenever they wish. Such a meeting must also be called if not less than five percent of the Members request it in Writing, subject to the provisions of the Act.

## **9 Notice of General Meetings**

- 9.1 Any general meeting must be called by giving at least 14 Clear Days' notice in Writing specifying the place, date, time of the meeting, the general nature of the business to be conducted and, in the case of a special resolution, the exact wording of the resolution.
- 9.2 The notice must also include a statement informing the Members of their right to appoint a proxy to exercise all of their rights to attend, speak and vote at the meeting.
- 9.3 Notice of the meeting must be given to

- 9.3.1 every Member (except those Members who lack a registered address within the United Kingdom and have not given the Charity an address for notices within the United Kingdom and have not consented to receiving notice by email or fax),
- 9.3.2 the reporting accountants or auditor of the Charity, and
- 9.3.3 all Trustees.

9.4 Sometimes a person entitled to receive a notice of a meeting does not receive it because of accidental omission or some other similar reason. This does not invalidate the proceedings of that meeting.

## 10 **Quorum**

10.1 Business may be transacted at a general meeting only if a quorum of Members is present in person or by proxy when the meeting begins to deal with its business. A quorum is twenty Members present in person or by proxy.

10.2 If the meeting is called by the demand of Members, it must be dissolved if, within half an hour after the appointed starting time, a quorum is not present. If called in any other way, the meeting may be adjourned to another day, time and place as the Board may decide. Articles 12.2 and 12.3 shall apply to such an adjourned meeting.

10.3 If at the adjourned meeting a quorum is not present within half an hour after the appointed starting time, the Members present will be a quorum.

## 11 **Chairman of the General Meeting**

11.1 The Chair (if any) of the Board should normally preside as the chairman of every general meeting of the Charity. If there is no Chair, or if he is not present within 15 minutes after the appointed starting time or is unwilling to take the chair, the Board shall select the chairman of the meeting and in default the Members at the meeting shall select a chairman.

## 12 **Adjournment of the Meeting**

12.1 The chairman of the meeting may, with the consent of any meeting at which a quorum is present (and must if so directed by the meeting), adjourn the meeting from time to time and from place to place.

12.2 No business may be transacted at any adjourned meeting except business left unfinished at the meeting from which the adjournment took place.

12.3 When a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as for the original meeting. Apart from that, it is not necessary to give any notice of an adjourned meeting nor of the business to be done at it.

## 13 **Voting on Resolutions**

13.1 At any general meeting a resolution put to the vote of the meeting is decided by a show of hands by Members unless a poll is demanded (before or after the result of the show of hands is declared). A poll may be demanded by the chairman of the meeting or five Members who are present in person or by proxy. The demand for a poll may be withdrawn.

13.2 A poll must be taken immediately, if it is correctly demanded to elect a chairman of the meeting or to decide upon an adjournment. Polls about other things will be taken whenever the chairman of the meeting says so. Business which is not the subject of a poll may be dealt with before or during the poll. The chairman of the meeting will decide how a poll will be taken. The result of a poll will be treated as a resolution of the meeting.

13.3 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a casting vote.

- 13.4 Members may appoint a proxy who need not be a Member. The proxy may be appointed by the Member to exercise all or any of the Member's rights to attend, speak vote and demand a poll at a meeting of the Charity.
- 13.5 Every Member including the chairman of the meeting (if he is a Member) has one vote at general meetings, save that no Member shall be entitled to vote at any general meeting unless all moneys presently payable by him to the Charity under the terms of the transfer or lease under which he holds his Property (or any of his Properties) have been paid.
- 13.6 The auditor or reporting accountant has the right to attend and speak at general meetings.
- 13.7 A Trustee shall have the same rights as Members to attend and speak at general meetings but shall not be entitled to vote at general meetings, unless the Trustee is also a Member.
- 13.8 Unless a poll is demanded, the chairman of the meeting's declaration that a resolution has been carried by a particular majority or lost on a show of hands and an entry saying so in the minute book is conclusive evidence of the result. The number or proportion of the votes need not be entered in the minute book.

**14 Proxies**

- 14.1 A person holding a proxy may vote on any resolution at a general meeting of the Charity.
- 14.2 An instrument appointing a proxy shall be in Writing executed by or on behalf of the appointer and shall be in the form set out below or in any usual or common form or in such other form as the Trustees may approve. If the appointer does not direct the proxy how to vote on a particular resolution, the proxy may vote as he thinks fit. The instrument of proxy shall, unless the contrary is stated in such instrument of proxy, be valid for any adjournment of the meeting as well as for the meeting to which it relates. The instrument appointing a proxy and any authority under which it is executed shall be deposited at the Office or such other place or person as the notice for the meeting shall specify at least 48 hours prior to the general meeting or adjourned meeting (excluding any day that is not a working day).
- 14.3 A vote given or poll demanded by proxy or by the duly authorised representative of a body corporate shall be valid notwithstanding the previous termination of the authority of the person voting or demanding a poll unless notice of the termination was received by the Charity at the Office or at such other place at which the instrument of proxy was duly deposited at least 48 hours before the commencement of the meeting or adjourned meeting (excluding any day that is not a working day).

14.4 A proxy in the following form will be acceptable:

"I of

a member of Enfield Island Village Trust hereby appoint \_\_\_\_\_ of

as my proxy to vote for me on my behalf at the [Annual/Extraordinary] General Meeting of the Charity to be held on the \_\_\_\_\_ day of \_\_\_\_\_ and any adjournment thereof

Signed on the \_\_\_\_\_ day of \_\_\_\_\_ .

14.5 The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll and may contain directions as to how the proxy is to vote on any resolution.

**15 The Board of Trustees**

- 15.1 The business of the Charity is managed by the Board. They may use all powers of the Charity which are not, by the Act or by these Articles, required to be used by a general meeting of the Charity.
- 15.2 The Board shall, when complete, consist of:

### ***Elected Trustees***

15.2.1 five persons elected by the Members ("**Elected Trustees**"), all of whom must be Members of the Charity and no fewer than three of whom must be Permanent Residents;

### ***Nominated Trustees***

15.2.2 one person nominated by each of the following organisations (if such nomination right is exercised):

(a) Christian Action Housing Association; and

(b) Enfield Borough Council;

(each a "**Nominated Trustee**" and together the "**Nominated Trustees**");

### ***Appointed Trustees***

15.2.3 two Permanent Residents appointed by the Trustees (each an "**Appointed Trustee**" and together the "**Appointed Trustees**"); and

### ***Co-opted Trustees***

15.2.4 not more than two additional persons co-opted at any time by the Trustees on the basis that they have skills and experience which are required by the Board (each a "**Co-opted Trustee**" and together the "**Co-opted Trustees**").

- 15.3 No person shall be elected, appointed or co-opted as a Trustee if he or she is not a fit and proper person for the purposes of the "management condition" described in Schedule 6 to the Finance Act 2010.
- 15.4 At the general meeting of the Charity at which these Articles are adopted an election shall be held for the purpose of electing five Elected Trustees. The procedures for the conduct of this election, the initial terms of office of the Elected Trustees and any criteria for the eligibility of candidates for election shall be determined by the interim managers appointed by order of the Commission on 9 September 2015. For the avoidance of doubt, all of those individuals who hold office as Trustees as at the date of such general meeting shall cease to hold office with effect from the election of the Elected Trustees referred to in this Article.
- 15.5 Elected Trustees shall take office with effect from at the end of the general meeting at which their election took place or at which the result of the election was announced and shall hold office for a period of two years (subject to Articles 15.3 and 16).
- 15.6 Nominated Trustees shall hold office for five years, subject to Article 16 and to removal by Written notice given to the Charity by the organisation which nominated them.
- 15.7 Appointed Trustees and Co-opted Trustees shall take office with effect from the date of their appointment or co-option by the Trustees or at such later date as the Trustees may specify when making the appointment or co-option and shall hold office for a period of two years (subject to Article 16).
- 15.8 In any year when the term of office of any one or more Elected Trustees is due to expire, the Trustees shall, by whatever means they see fit, invite the Members to nominate persons from among the Membership to stand for election as Elected Trustees.
- 15.9 Nominations to stand for election shall be submitted to the Trustees before such date as the Trustees may specify when inviting nominations, such date to be no less than two weeks after the invitation has been issued to Members.
- 15.10 No person other than a retiring Trustee shall be eligible for election as an Elected Trustee unless he has been nominated by a Member, in accordance with any procedures specified by the Board, and has notified the Trustees of his willingness to be elected, in accordance with any procedures specified by the Board.

- 15.11 A Trustee who has served two consecutive terms of office shall not be eligible for re-election until at least one Year has elapsed since the end of the second such term.
- 15.12 If at the date specified by the Trustees for the submission of nominations pursuant to Article 15.9 there are not expected to be any vacancies among the Elected Trustees or no persons are standing for election who satisfy the requirements of these Articles, the Trustees shall not be required to hold an election in that Year.
- 15.13 If at the date specified by the Trustees for the submission of nominations pursuant to Article 15.9 the Trustees are aware that there is to be a vacancy among the Elected Trustees, the Trustees shall hold an election to determine who shall fill any such vacancy.
- 15.14 The election of the Elected Trustees shall be conducted by postal ballot, at a general meeting, or by such other means as the Trustees think fit and in accordance with Articles 15.15 and 15.16.
- 15.15 Where there are no more candidates than Elected Trustee vacancies the election shall be conducted by inviting Members to vote for or against each candidate and a candidate shall only be elected if more votes are cast in favour of his appointment than are cast against it.
- 15.16 Where the number of candidates exceeds the number of Elected Trustee vacancies the election shall be held as follows:
- 15.16.1 a ballot shall be held and those candidates who receive the most votes shall be elected;
- 15.16.2 it shall not be necessary for such candidates to have won a majority of the votes cast; and
- 15.16.3 the Board shall decide what procedure to adopt in the event that any candidates win an equal number of votes or some candidates win no votes.
- 15.17 The Board may, if it sees fit, hold more than one election in each Year, but must invite nominations on each occasion.
- 15.18 On the occurrence of the number of Elected Trustees falling below five otherwise than as a consequence of the expiry of terms of office, the Trustees may appoint a Member of the Charity who is a Permanent Resident to hold office as if he or she were an Elected Trustee until the next Annual General Meeting.
- 15.19 The Board shall inform the Members, by such means and at such time as the Trustees see fit, of the outcome of any Trustee election.
- 15.20 All appointments, retirements or removals of Trustees must be notified to the Registrar of Companies and the Commission.
- 15.21 The Board may make such regulations, by-laws or standing orders as it sees fit. These must not be inconsistent with the Articles or such that they would otherwise need to be made by a special resolution. No regulation shall have the effect of invalidating any prior act of the Board which would otherwise have been valid.

## **16 Ending of Board membership**

- 16.1 A Trustee ceases to hold office if:
- 16.1.1 he or she becomes bankrupt or makes any arrangement or composition with his or her creditors generally, or
- 16.1.2 he or she becomes barred from membership of the Board because of any order made under the Act, the Company Directors Disqualification Act 1986 (or any regulations made under it) or by virtue of the Charities Act 2011, or
- 16.1.3 he becomes incapable whether mentally or physically of managing his own affairs, or



- 16.1.4 he resigns the office by notice in Writing to the Charity but only if at least three Trustees will remain in office when the resignation takes effect, or
- 16.1.5 he is absent from three consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign, or
- 16.1.6 he or she breaches his or her duties under the Act and in particular the duties for the proper management of conflicts of interest and the Board resolves by two thirds of those voting to remove that Trustee provided that prior to such a meeting the Trustee in question has been given Written notice of the intention to propose such a resolution at the meeting, or
- 16.1.7 in the case of an Elected Trustee, he or she ceases to be a Member, or
- 16.1.8 in the case of a Trustee who is a Member, he or she is more than six months in arrears with any sums payable by him or her to the Charity under the terms of the transfer or lease under which he or she holds his or her Property (or any of his or her Properties), or
- 16.1.9 the Board resolves by a majority of at least three quarters to remove that Trustee, or
- 16.1.10 the Members in general meeting pass a resolution in accordance with the procedures set out in the Act for his or her removal, or
- 16.1.11 he or she ceases to be, or is found not to be, a fit and proper person for the purposes of satisfying the management condition set out in Schedule 6 to the Finance Act 2010.

## **17 Meetings of the Board**

- 17.1 The Board may meet, adjourn and run its meetings as it wishes, subject to the rest of these Articles.
- 17.2 The quorum necessary for business to be done at a Board meeting shall be five. A Trustee shall not be counted in the quorum at a meeting in relation to a resolution on which he is not entitled to vote. For the avoidance of doubt, a Trustee may not appoint an alternate director or a proxy to attend and vote at Board meetings.
- 17.3 Questions arising at any meeting must be decided by a majority of votes. Every Trustee has one vote including the Chair. If the votes are equal, the Chair has a second or casting vote.
- 17.4 The Charity, if requested by any Trustee, must summon a meeting of the Board.
- 17.5 Notice of a Board Meeting shall be given to all Trustees but need not be given to any Trustee who is out of the United Kingdom. Notice shall also be given to Members by post, email, website or such other means as the Board may see fit.
- 17.6 Meetings shall be held in person and Members shall be entitled to attend meetings of the Board in an observer capacity and may, if invited, speak on any matter but shall have no vote. The Board reserves the right to exclude any such Members from the discussion of items of business that are confidential.
- 17.7 The Board may act despite any vacancy on the Board, but if the number of Trustees falls below the quorum, it may act only to summon a general meeting.
- 17.8 If it is discovered that there was some defect in the procedure at a meeting or the appointment of a Trustee or that he was disqualified, anything done before the discovery at any meeting of the Board is as valid as if there were no defect or disqualification.

## **18 The Keeping of Minutes**

- 18.1 The Board must have minutes entered in the minute books:
  - 18.1.1 of all appointments of officers by the Board,

18.1.2 of the names of the Trustees present at each of its meetings and of any committee of the Board,

18.1.3 of all resolutions and proceedings at all meetings of:

- (a) the Charity,
- (b) the Board, and
- (c) committees of the Board.

18.2 The Board must publish minutes of all meetings so that these are available to Members. This may be through email, website, post or whatever means the Board sees fit.

18.3 The Board must provide printed copies of minutes of all meetings held to Members upon request.

## 19 **Officers of the Board**

19.1 The Board may elect or remove the Chair or any other officers that it wishes.

19.2 Officers shall be appointed from among the Trustees.

## 20 **Committees**

20.1 The Board may delegate the administration of any of its powers to committees consisting of one or more Trustees and any such committee or Trustee must conform to any rules that the Board imposes on it.

20.2 The Board may co-opt any person or people who are not Trustees to serve on the committee.

20.3 All acts and proceedings of the committee or Trustees must be reported to the Board as soon as possible.

20.4 A committee may elect a chair of its meetings if the Board does not nominate one.

20.5 If at any meeting the committee's chair is not present within 10 minutes after the appointed starting time, the members present may choose one of their number to be chair of the meeting.

20.6 Questions at the meeting must be decided by a majority of votes of the members present.

20.7 A committee must have minutes entered in minute books.

## 21 **Benefits to Trustees**

21.1 No Trustee shall be permitted to provide goods or services to the Charity in return for payment or enter into any other contract or arrangement with the Charity under which the Trustee is entitled to receive any payment. For the avoidance of doubt, this constitutes an express prohibition of remuneration for the purposes of section 185 of the Charities Act 2011.

21.2 The income and property of the Charity must only be applied to promote the Objects and no part of that income or property may be paid, transferred or applied by way of Benefit to any Trustee except:

21.2.1 reasonable and proper premiums in respect of indemnity insurance provided in accordance with these Articles;

21.2.2 reimbursement of reasonable out-of-pocket expenses properly incurred in the management and administration of the Charity;

21.2.3 an indemnity in accordance with these Articles;

21.2.4 the provision by the Charity of maintenance and other services in direct furtherance of the Objects where those services are provided generally for the benefit of all inhabitants of the Estate; and

21.2.5 payment to any company in which a Trustee has no more than a 1% shareholding.

provided that the Trustees must comply with the provisions of Articles 22, 23 and 24 in relation to any Benefit provided by the Charity to any Trustee pursuant to this Article.

21.3 In this Article, references to a Trustee include references to any person who is Connected to that Trustee.

21.4 No alteration may be made to this Article 21 without the prior written consent of the Commission.

## **22 Declaration of Interests**

22.1 Every Trustee has a duty to declare to the Trustees the nature and extent of any Interest which he or she (or any person Connected to him or her) has in any proposed or existing transaction or arrangement with the Charity or any situation or matter in relation to the Charity that is, or possibly may be, a Conflict of Interest.

22.2 In the case of any proposed transaction or arrangement with the Charity in which a Trustee (or any person Connected to him or her) is Interested, he or she must declare the nature and extent of the Interest to the Trustees before the Charity enters into the transaction or arrangement.

22.3 In the case of any existing transaction or arrangement that has been entered into by the Charity or any situation or matter in relation to the Charity in which a Trustee (or any person Connected to him or her) is Interested, he or she must declare the nature and extent of the Interest to the Trustees as soon as is reasonably practicable.

22.4 Any declaration must be made in accordance with the provisions of the Act:

22.4.1 at a meeting of the Board; or

22.4.2 by notice in Writing to the Trustees; or

22.4.3 by general notice to the Trustees.

22.5 A Trustee is not required to declare an Interest:

22.5.1 where the Interest arises solely from the obligation of the Trustee to pay to the Charity an annual rentcharge in his or her capacity as owner of a Property on the Estate;

22.5.2 where the Trustee is not aware of the Interest (but the Trustee is treated as being aware of matters of which he ought reasonably to be aware); or

22.5.3 where the Trustee is not aware of the transaction or arrangement or situation or matter (but the Trustee is treated as being aware of matters of which he ought reasonably to be aware).

22.6 The Charity will maintain a register of all of the Interests declared by the Trustees in accordance with this Article. The Trustees will prepare (and from time to time review) a policy in relation to the declaration and management of Conflicts of Interest.

## **23 Conflicts of Interest**

23.1 Subject to Articles 23.2 and 24, a Trustee has a duty under the Act to avoid a situation or matter (including a transaction or arrangement with the Charity) in which he or she has, or can have, a Conflict of Interest. This duty applies to the exploitation of any property, information or opportunity (and it is immaterial whether the Charity could take advantage of the property, information or opportunity).

23.2 Pursuant to section 181(3) of the Act, the duty referred to in Article 23.1 does not apply to a Conflict of Interest arising in relation to any situation or matter or any transaction or arrangement between the Charity and any Trustee which is mentioned in Articles 21.2.1 to 21.2.5.

## **24 Authorisation of Conflicts of Interest**

24.1 The Trustees may authorise a transaction or arrangement or situation or matter in which a Trustee (or any person Connected to that Trustee) has, or may have, a Conflict of Interest provided that:

- 24.1.1 the Conflict of Interest will not confer a Benefit on the Trustee or any person Connected to him or her at the expense of the Charity to an extent greater than that permitted by Article 21.1;
  - 24.1.2 the Trustees act in what they consider to be the best interests of the Charity; and
  - 24.1.3 the Trustees comply with the procedures set out in this Article 24.
- 24.2 Whenever the Trustees must decide whether to give the authorisation in accordance with Article 24.1 the Trustee concerned must:
- 24.2.1 declare the nature and extent of his or her Interest at the beginning of any meeting at which the authorisation is to be discussed (or, at the latest, before such discussion begins);
  - 24.2.2 withdraw from that part of the meeting at which the authorisation is to be discussed unless expressly invited to remain in order to provide information;
  - 24.2.3 not be counted in the quorum for that part of the meeting during which the authorisation is discussed;
  - 24.2.4 withdraw during the vote and have no vote on the authorisation for that part of the meeting; and
  - 24.2.5 not sign any written resolution in relation to the authorisation (except where required to do so to confirm a resolution of the other Trustees).
- 24.3 The Trustees may also exclude the relevant Trustee from the receipt of information in relation to the relevant transaction, arrangement, situation or matter.
- 24.4 In giving the authorisation under Article 24.1 in relation to a transaction or arrangement or situation or matter in which a Trustee (or any Connected Person) has, or may have, a Conflict of Interest which will not confer a Benefit on that Trustee (or any person Connected to that Trustee) beyond that permitted by Articles 21.2.1 to 21.2.5, the Trustees may (subject to such terms as they may impose from time to time and to their right to vary or terminate such authorisation) determine the manner in which they may be dealt with and, in doing so, the Trustees must consider:
- 24.4.1 whether the nature and extent of the interest in the relevant transaction or arrangement or situation or matter is reasonably likely to give rise to a Conflict of Interest;
  - 24.4.2 whether or not the Trustee should withdraw from that part of any meeting at which the relevant transaction or arrangement or situation or matter is to be discussed unless expressly invited to remain in order to provide information;
  - 24.4.3 whether or not the Trustee should be excluded from the receipt of information in relation to the relevant transaction, arrangement, situation or matter;
  - 24.4.4 whether or not the Trustee should be counted in the quorum for that part of any meeting during which the relevant transaction or arrangement or situation or matter is discussed; and
  - 24.4.5 whether or not the Trustee should withdraw during the vote and have no vote on the relevant transaction or arrangement or situation or matter at the relevant part of any meeting.

## 25 **Indemnity of Trustees**

- 25.1 To the extent permitted by law from time to time, but without prejudice to any indemnity to which a Trustee or other officer may otherwise be entitled, the Charity shall indemnify every Trustee or other officer out of the assets of the Charity against all costs and liabilities incurred by him which relate to anything done or omitted or alleged to have been done or omitted by him as a Trustee or other officer save that no Trustee may be entitled to be indemnified:
- 25.1.1 for any liability incurred by him to the Charity or any associated company of the Charity (as defined by the Act for these purposes),

- 25.1.2 for any fine imposed in criminal proceedings,
  - 25.1.3 for any sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature howsoever arising,
  - 25.1.4 for any liability which he has incurred in defending any criminal proceedings in which he is convicted and such conviction has become final,
  - 25.1.5 for any liability which he has incurred in defending any civil proceedings brought by the Charity or an associated company in which a final judgment has been given against him, or
  - 25.1.6 for any liability which he has incurred in connection with any application under the Act in which the court refuses to grant him relief and such refusal has become final.
- 25.2 To the extent permitted by law from time to time, the Charity shall provide funds to every Trustee or other officer to meet expenditure incurred or to be incurred by him in any proceedings (whether civil or criminal) brought by any party which relate to anything done or omitted or alleged to have been done or omitted by him as a Trustee or officer, provided that he will be obliged to repay such amounts no later than:
- 25.2.1 in the event he is convicted in proceedings, the date when the conviction becomes final,
  - 25.2.2 in the event of judgment being given against him in proceedings, the date when the judgment becomes final, or
  - 25.2.3 in the event of the court refusing to grant him relief on any application under the Act, the date when refusal becomes final.

## 26 **Inspection of Books**

- 26.1 The books of account must be kept at the Office or at other places decided by the Board and must always be open to inspection by Trustees.
- 26.2 Members are entitled to view the accounts of the trust. The Trustees must decide when, where and at what level of detail the books of account may be inspected by Members who are not Trustees. A Member who is not a Trustee may only inspect a book of account or document of the Charity if the right is given by law or authorised by the Trustees or a general meeting.

## 27 **Account and Returns**

- 27.1 To the extent required by law, the Board must, for each accounting reference period, put before a general meeting of the Charity such reports, statements or accounts as are from time to time required by law, and must comply with all other legal requirements from time to time as to the circulation of such reports, statements or accounts to the Members.
- 27.2 The Board must file with the Registrar of Companies and the Commission all annual returns and other documents that are required to be filed.

## 28 **Appointment of Reporting Accountants or Auditors**

- 28.1 The Charity must appoint properly qualified reporting accountants or properly qualified auditors if the level of the Charity's income or assets from time to time makes this a legal requirement.
- 28.2 Where the Charity's auditors are deemed reappointed in accordance with the Act, the Trustees shall fix the auditors' remuneration.

## 29 **Service of Notices**

- 29.1 The Charity may give notices, accounts or other documents to any Member either
  - 29.1.1 personally, or

- 29.1.2 by delivering them or sending them by ordinary post to the member's registered address, or
- 29.1.3 if the Member has provided the Charity with a fax number, by sending them by fax to that Member. This is subject to the Member having consented to receipt of notices, accounts or other documents in this way, where this is a legal requirement, or
- 29.1.4 if the Member has provided the Charity with an e-mail address, by sending them by e-mail to that address. This is subject to the Member having consented to receipt of notices, accounts or other documents in this way, where this is a legal requirement, or
- 29.1.5 in accordance with the provisions for notice on a website set out below.
- 29.2 If the Member lacks a registered address within the United Kingdom, notices, accounts and other documents may be sent to any address within the United Kingdom which he has given the Charity for that purpose or in accordance with 29.1.3, 29.1.4 or 29.1.5 above but otherwise no Member not within the United Kingdom shall be entitled to receive any notice, accounts or other documents from the Charity.
- 29.3 If a notice, accounts or other documents are sent by post, they will be treated as having been served by properly addressing, pre-paying and posting a sealed envelope containing them. If sent by fax or email they will be treated as properly sent if the Charity receives no indication that they have not been received.
- 29.4 If sent by post in accordance with this Article, the notices, accounts and other documents will be treated as having been received 48 hours after the envelope containing them was posted if posted by first class post and 72 hours after posting if posted by second class post. If sent by fax or email, the information will be treated as having been received 24 hours after having been properly sent.
- 29.5 The Charity may assume that any fax number or e-mail address given to it by a member remains valid unless the member informs the Charity that it is not.
- 29.6 Where a Member has informed the Charity in Writing of his consent, or has given deemed consent in accordance with the Act, to receiving notices, accounts or other information from the Charity by means of a website, such information will be validly given if the Charity sends that Member a notification informing him that the documents forming part of the notice, accounts or other documents may be viewed on a specified website. The notification must provide the website address, and the place on the website where the notice, accounts or other documents may be accessed and an explanation of how they may be accessed. If the information relates to a general meeting the notification must state that it concerns a notice of a general meeting and give the place, date and time of the meeting. The notice must be available on the website throughout the notice period until the end of the meeting in question.

## **30 Alteration of the Articles**

- 30.1 The Charity may alter these Articles only by a special resolution or by a written resolution. A special resolution must be passed at a meeting of Members of which 14 Clear Days' notice has been given of the intention to pass a special resolution and at which at least 75% of those voting vote in favour of it. Such a resolution may be passed on shorter notice if 90% of Members having the right to vote agree to such short notice.
- 30.2 No alteration may be made to the Articles which would cause the Charity to cease to be a charity at law.
- 30.3 No alteration may be made to an Article which amends the objects, or which directs the application of property on dissolution, or which authorises any Benefit for Trustees or Connected Persons without the Commission's prior written approval.
- 30.4 The Commission and the Registrar of Companies must be informed of alterations and all future copies of the Articles issued must contain the alterations.

## 31 **Dissolution of the Charity**

31.1 If the Charity is wound up or dissolved, and there remains any property after all debts and liabilities have been met, the property must be given or transferred to some other charitable institution or institutions This other institution(s) must have objects which are similar to those of the Charity.

32 The institution or institutions will be chosen by the Trustees of the Charity at or before the time when the Charity is wound up or dissolved.

## 33 **Model Memorandum or Articles**

33.1 The model articles for private companies limited by guarantee contained in schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) shall not apply to the Charity.

## 34 **Interpretation**

34.1 In these Articles:

**the Act:** means the Companies Act 2006

**Appointed Trustee:** has the meaning given in Article 15.2.3

**these Articles:** means these articles of association

**Authorised Representative:** means an individual who is authorised in Writing by a member organisation in accordance with Article 7.12 to act on its behalf at meetings of the Charity and whose name is given to the Charity

**Benefit:** means any payment of money or the provision or other application of any other direct or indirect benefit in money or money's worth

**Board:** means the board of trustees of the Charity

**Chair:** means the Chair of the Board appointed in accordance with Article 19.1

**the Charity:** means the company governed by these Articles

**charity trustee:** has the meaning prescribed by section 177 of the Charities Act 2011

**Clear Day:** means 24 hours from midnight following the relevant event

**the Commission:** means the Charity Commission for England and Wales

**Conflict of Interest:** means any Interest of a Trustee (or any Connected Person) that conflicts, or may conflict, with the interests of the Charity and includes a conflict of interest and duty and a conflict of duties

**Connected Person:** means any person falling within one of the following categories:

- (a) any spouse or civil partner of a Trustee;
- (b) any parent, child, brother, sister, grandparent or grandchild of a Trustee who is financially dependent on such Trustee or on whom the Trustee is financially dependent;
- (c) the spouse or civil partner of any person in (b);
- (d) any other person in a relationship with a Trustee which may reasonably be regarded as equivalent to that of a spouse or civil partner; or
- (e) any company, LLP or partnership of which a Trustee is a paid director, member, partner or employee or a holder of more than 1% of the share capital or capital; and

any person who is a Connected Person in relation to any Trustee is referred to in these Articles as **Connected** to that Trustee

**Co-opted Trustee:** has the meaning given in Article 15.2.4

**Elected Trustee:** has the meaning given in Article 15.2.1

**Estate:** means Enfield Island Estate in the London Borough of Enfield being the land subject to a deed of grant of estate rentcharge dated 1 August 1997

**Freeholder** means any freehold owner of one or more Properties

**Interest:** means any direct or indirect interest (and includes any interest a Trustee or any Connected Person may have as a consequence of any duty he or she may owe to any other person) and where a Trustee (or any Connected Person) has any such interest in any matter or situation or transaction or arrangement the Trustee is **Interested** in it

**Leaseholder** means any person to whom a lease or tenancy for a term exceeding seven years of one or more of the Properties has been granted or assigned

**Member** and **Membership** refer to the members of the Charity for the purposes of, and as defined by, the Act and their membership of the Charity

**month:** means calendar month

**Nominated Trustee:** has the meaning given in Article 15.2.2

**Objects:** means the objects of the Charity as defined in Article 3

**Office:** means the registered office of the Charity

**Permanent Resident:** means an individual who is recorded on the electoral register as having his or her sole or main residence on the Estate

**Property:** means the residential, commercial and industrial units which comprise the Estate (and **Properties** shall be construed accordingly)

**taxable trading:** means carrying on a trade or business in such manner or on such a scale that some or all of the profits are subject to corporation tax

**Trustee:** means each of the directors of the Charity under the Act (and **Trustees** means all of the directors)

**Written** or **in writing:** refers to a legible document on paper (including a fax message) or in electronic form (including an email)

**year:** means calendar year.

34.2 Expressions defined in the Act have the same meaning.

34.3 References to an Act of Parliament are to the relevant Act as amended or re-enacted from time to time and to any subordinate legislation made under it.