

Company No 2773345  
Charity No 1036667

THE COMPANIES ACTS 1985 TO 2006

COMPANY LIMITED BY GUARANTEE

**WRITTEN RESOLUTION**

- of -

**BELLINGHAM COMMUNITY PROJECT LIMITED**

("the Company")

Circulated on the 1<sup>st</sup> day of July 2011

("the Circulation Date")

Passed on the 1<sup>st</sup> day of July 2011

The members of the Company pass the following resolution as a written resolution to have effect as if passed by the Company in General Meeting pursuant to section 288 of the Companies Act 2006 and in accordance with the Company's Articles of Association

**Special Resolution**

THAT the revised Articles of Association, contained in the document attached to this resolution, be approved and adopted as the new Articles of Association of the Company in substitution for and to the exclusion of the existing Articles of Association of the Company

Signature of member

**BHARAT MENTA**  
**CHIEF EXECUTIVE**

Date

1 July 2011

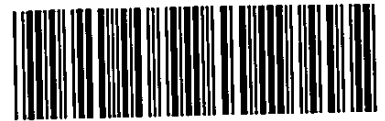
**Statement**

Set out above is a written resolution which it is proposed should be passed by the members of the Company in accordance with Part 13 of the Companies Act 2006. The resolution is proposed to be passed as a special resolution

If you wish to signify your agreement to the resolution you must do so by sending to the Company a document which identifies the resolution to which it relates and indicates your agreement to that resolution. The easiest way to do this is to sign, date and return this document. Your agreement, once signified, may not be revoked

In order for the resolution to be passed, eligible members holding the required majority must have indicated their agreement to the resolution on or before the date occurring after a period of 28 days beginning with the Circulation Date

THURSDAY



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\*AWEXKVM1\*  
07/07/2011  
COMPANIES HOUSE

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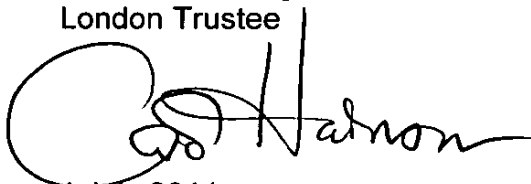
## PASSING OF THE WRITTEN RESOLUTION

The Board authorised the Chief Executive to sign the written resolution concerning

### **Change to the charity's Memorandum and Articles of Association**

on behalf of Trust for London Trustee as sole member of Bellingham Community Project Limited

**The following Resolution was agreed:** the Board are requested to consider and if they think fit to approve the written resolution of Bellingham Community Project Limited concerning the adoption of the revised Articles of Association as provided to the Board in the papers for the meeting of 1 July 2011 and to authorise the Chief Executive to sign the written resolution referred to above on behalf of Trust for London Trustee



1 July 2011

Carol Harrison  
**Company Secretary**



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07/07/2011  
COMPANIES HOUSE

215



Company Number 2773345  
Charity No 1036667

THE COMPANIES ACTS 1985 TO 2006

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COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

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ARTICLES OF ASSOCIATION

of

BELLINGHAM COMMUNITY PROJECT LIMITED

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Incorporated on 14 December 1992

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A26

07/07/2011  
COMPANIES HOUSE

216

FARRER & CO LLP  
66 Lincoln's Inn Fields  
London WC2A 3LH  
Tel 020 3375 7000  
Fax 020 3375 7001  
[www.farrer.co.uk](http://www.farrer.co.uk)

1      **NAME**

The name of the Company (hereinafter called "the Company") is "Bellingham Community Project Limited"

2      **OBJECTS**

The objects for which the Company is established ("the Objects") are

- 2 1      to promote any charitable purpose for the benefit principally of people in the London Borough of Lewisham and the surrounding boroughs within London ("the Area of Benefit"), that will develop the capacity and skills of the inhabitants in the Area of Benefit in such a way that they are better able to identify and help meet their needs, and
- 2 2      to work with and support voluntary and community groups in the Area of Benefit to provide facilities for sport and recreation or other leisure time occupation in the interests of social welfare with the object of improving their conditions of life

3      **POWERS**

In furtherance of the above Objects but not further or otherwise the Company shall have the following powers

- 3 1      to print and publish any newspapers, periodicals, books, articles or leaflets,
- 3 2      to purchase, take on lease, or in exchange, hire or otherwise acquire real or personal property and rights or privileges anywhere in the world, and to construct, maintain and alter buildings or locations,
- 3 3      to sell, manage, let or mortgage, dispose of or turn to account all or any of the property or assets of the Company subject to such consents as may be required by law,

- 3 4 to execute and do all such other instruments, acts and things as may be requisite for the efficient management, development and administration of the said property.
- 3 5 to borrow or raise money for the objects of the Company on such terms and on such security as may be thought fit subject to such consents as may be required by law,
- 3 6 to take and accept any gift of money, property or other assets whether subject to any special trust or not for the objects of the Company,
- 3 7 to raise funds and organise appeals and invite and receive contributions from any person or persons whatsoever by way of subscription, donation and otherwise provided that the Company shall not undertake any permanent trading activities in raising funds for the charitable objects aforesaid.
- 3 8 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts,
- 3 9 to invest in its own name or in the name of nominees moneys of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided,
- 3 10 to delegate upon such terms and with such remuneration as the Company shall think fit to professional investment managers ("the Managers") the exercise of the power contained in Article 3 9 PROVIDED ALWAYS that
- 3 10 1 the Managers shall be persons who are authorised to carry on such regulated activities as are regulated under the provisions of the Financial Services and Markets Act 2000,

- 3 10 2 the Company shall authorise the Managers to exercise such delegated power as aforesaid only within clear investment policy guidelines laid down from time to time by the Company and the Company shall use its best endeavours to ensure that those guidelines are observed,
- 3 10 3 the Managers shall be under a duty to report promptly to the Company any exercise of the power delegated as aforesaid and to report all transactions at least within 14 days and to report on performance of any investments managed by them at least every three months,
- 3 10 4 the Company shall at all times be free forthwith to review alter or determine such delegation and the terms thereof, and
- 3 10 5 the Company shall review such delegation at intervals not (in the absence of special reasons) exceeding 12 months but so that any failure by the Company to undertake such review within the said period of 12 months shall not invalidate the delegation
- 3 11 to subscribe for, take or otherwise acquire and hold shares, stock, debentures or other securities of or interests in any company or undertaking established with the intention of directly benefiting the Company,
- 3 12 to make any donations in cash or assets or establish or support or aid in the establishment or support of or constitute or lend money (with or without security) to or for any exclusively charitable trusts, associations or institutions,
- 3 13 to undertake and execute charitable trusts,
- 3 14 to engage and pay upon such reasonable and proper terms as may be thought fit any person or persons not being directors whether on a full-time or part-time basis or whether as consultant or employee to supervise, organise, carry on the work of and advise the Company;

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- 3 15 subject to the provisions of Article 8 to make any reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees or former employees and their spouses and dependants,
- 3 16 to amalgamate with any companies, institutions, societies or associations which shall be charitable by law and have objects altogether or mainly similar to those of the Company and prohibit payment of any dividend or profit to and the distribution of any of their assets amongst their members at least to the same extent as such payments or distributions are prohibited in the case of members of the Company by these Articles of Association,
- 3 17 to pay out of funds of the Company the costs charges and expenses of and incidental to the formation and registration of the Company.
- 3 18 to do all such other lawful things as will further the attainment of the objects of the Company or any of them

Provided that

- 3 18 1 in case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts,
- 3 18 2 the Company's objects shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers, and
- 3 18 3 in case the Company shall take or hold any property subject to the jurisdiction of the Charity Commission for England and Wales the Company shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property the Directors of the Company shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for



their own acts, receipts, neglects, and defaults, and for the due administration of such property in the same manner and to the same extent as they would as such Directors have been if no incorporation had been effected, and the incorporation of the Company shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commission over such Directors, but they shall as regards any such property be subject jointly and separately to such control or authority as if the Company were not incorporated

4        **DIRECTORS**

- 4 1        The Directors as charity trustees have control of the Company and its property, staff and funds
- 4 2        The number of Directors shall be not less than two (being two Directors appointed pursuant to Article 4 3) and subject to a maximum of eight (being three Directors appointed pursuant to Article 4 3 and five Directors appointed pursuant to Article 4 5)
- 4 3        The Trust may appoint two Directors    The Trust may appoint an additional Director at its discretion    On making any such appointment the Trust shall give notice thereof to the Secretary of the Company
- 4 4        Each Director appointed pursuant to Article 4 3 shall hold office during the pleasure of the Trust and shall resign his office when requested to do so by the Trust    The Trust shall give notice to the Secretary of the Company of any resignation and/or replacement of its appointee(s)
- 4 5        The Directors appointed pursuant to Article 4 3 may appoint additional Directors and such additional Directors shall resign when requested to do so by the Directors appointed pursuant to Article 4 3 provided that at no time shall more than five additional Directors hold office following appointments made pursuant to this Article

4 6 Every Director must sign a declaration of willingness to act as a charity trustee of the Company before he is eligible to vote at any meeting of the Directors

4 7 The office of a Director shall be automatically vacated

4 7 1 if a receiving order is made against him or he makes any arrangement or composition with his creditors,

4 7 2 if he is incapable, whether mentally or physically, of managing his own affairs,

4 7 3 if by notice in writing to the Directors he resigns his office (but only if at least two Directors will remain in office),

4 7 4 if he is disqualified under the Charities Act 1993 from acting as a charity trustee,

4 7 5 if being appointed by the Trust, the Trust gives notice to the Secretary that he is no longer its appointee,

4 7 6 if being appointed pursuant to Article 4 5, the Trust and the Directors appointed pursuant to Article 4 3 give notice to the Secretary that he has been requested to resign in accordance with Article 4 5,

4 7 7 if he ceases to be a member

## 5 **POWERS OF THE DIRECTORS**

5 1 The business of the Company shall be managed by the Directors who may pay all such expenses of, and preliminary and incidental to, the promotion, formation, establishment and registration of the Company as they think fit and may exercise all such powers of the Company, and do on behalf of the Company all such acts as may be exercised and done by the Company, and as are not by the Statutes or by these Articles required to be exercised or done by the Company in General Meeting, subject nevertheless to any regulations of these Articles, to the provisions of the Statutes for the time being in force and affecting the Company, and to such

regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Company in General Meeting, but no regulation made by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made

5 2 The Directors may act notwithstanding any vacancy in their body

5 3 If the Directors shall at any time be or be reduced in number to less than the number prescribed by or in accordance with these Articles, it shall be lawful for them to act as Directors for the purpose of admitting persons to membership of the Company, in accordance with these Articles filling up vacancies in their body, or of summoning a General Meeting, but not for any other purpose

## 6 **PROCEEDINGS OF THE DIRECTORS**

6 1 The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, provided that at least one such meeting shall be held in each year

6 2 Questions arising at a meeting shall be decided by a majority of votes Each Director shall have one vote provided that if any of the Directors appointed by the Trust is absent from a meeting, the remaining Director or Directors appointed by the Trust shall be entitled to cast an additional vote for each Director so absent In the case of an equality of votes, the Chairman shall have a second or casting vote

6 3 A Director may, and the Secretary at the request of a Director shall, at any time, summon a meeting of the Directors by notice served upon the Directors

6 4 The Directors may appoint one of their number (being one of the Directors appointed by the Trust) to be the Chairman of the Board of Directors and may at any time remove him from office The Chairman shall preside as Chairman at all meetings of the Directors at which he shall be present, but if at any meeting the Chairman is not present within five minutes after the time appointed for holding the meeting or is not willing to preside the Directors present shall choose one of their number to be Chairman of the meeting

- 6 5 A meeting of the Directors at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under the regulations of the Company for the time being vested in the Directors generally The quorum for meetings of the Directors shall be two (or such greater number as the Directors may determine) to include a Director appointed by the Trust The quorum for meetings of any committee formed pursuant to Article 6 6 shall be two (or such greater number as the Directors may determine) to include (unless the Trust otherwise agrees) a representative of the Trust Such representative need not be a Director
- 6 6 The Directors may delegate any of their powers and duties to a Management Committee (which shall, subject to any restrictions placed on it from time to time by the Directors, be responsible for the general management of the Bellingham Playing Fields and associated facilities) and any other sub-committee consisting of such of their number or other persons as they think fit, provided always that the number of Directors shall exceed the number of persons who are not Directors
- 6 7 Any sub-committee formed pursuant to Article 6 6 shall, in the exercise of the powers delegated to it, conform to any regulations imposed on it by the Directors The resolution making the delegation shall specify the financial limits within which any sub-committee shall function The meetings and proceedings of any such sub-committee shall be governed by the provisions of these Articles for regulating the meetings and proceedings of the Directors so far as applicable and so far as the same shall not be superseded by any regulations made by the Directors All acts and proceedings of such sub-committees shall be reported in due course to the Directors
- 6 8 All acts bona fide done by any meeting of the Directors or of any sub-committee, or by any person acting as a Director, shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment or continuance in office of any such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office
- 6 9 The Directors shall cause proper minutes to be made of all appointments of the Directors and of the proceedings of all meetings of the Company and of the

Directors and of sub-committees, and all business transacted at such meetings, and any such minutes of any meeting, if purporting to be signed by the Chairman of such meeting, or by the Chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated

6 10 A written resolution circulated to all the Directors who would have been eligible to vote on the matter at a meeting of the Directors and approved by a simple majority of them is as valid as a resolution passed at a meeting and for this purpose

6 10 1 the number of Directors who approve the resolution must be at least half of them or as many as would be required to form a quorum at a meeting of the Directors, whichever is the greater,

6 10 2 the resolution may be contained in more than one document and will be treated as passed on the last day of signature

## 7 **COMMUNITY ADVISORY PANEL**

The Directors may establish a Community Advisory Panel for the purpose of undertakings such roles and functions as the Directors may in their discretion determine but with the primary purpose of providing advice to the Directors on matters relating to the Company's involvement with the local community Unless specifically so determined by the Directors a Community Advisory Panel established pursuant to this Article shall not constitute a sub-committee for the purposes of Article 6 6 In the event that such a Community Advisory Panel is established as such a sub-committee it shall be bound by and regulated in accordance with the provisions relating to sub-committees set out in these Articles

## 8 **BENEFITS TO DIRECTORS AND MEMBERS**

8 1 Subject to Article 8 2, the income and property of the Company shall be applied solely towards the promotion of its Objects and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Company and no Director be appointed to any

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office of the Company paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Company

8 2 Nothing in these Articles of Association shall prevent any payment in good faith by the Company

8 2 1 of reasonable and proper remuneration to any member, officer, servant or consultant of the Company (not being a Director of the Company) for any services rendered to the Company and of reasonable and proper travelling, conference and study expenses necessarily incurred in carrying out the duties of any such member, officer, servant or consultant of the Company

8 2 2 to any Director who is a Solicitor, Accountant or other person engaged in a profession of all reasonable professional and other charges for work done by him or his firm when instructed by the other Directors to act in that capacity on behalf of the Company,

8 2 3 of interest on money lent by a member of the Company or its Directors at a rate per annum not exceeding 2% less than the base lending rate prescribed for the time being by a major London Clearing Bank or 3% whichever is the greater,

8 2 4 to any Director of reasonable and proper out of pocket expenses,

8 2 5 to a company of which a member of the Company or a Director may be a member holding not more than one hundredth part of the capital of such company,

8 2 6 of reasonable and proper rent for premises demised or let by any member of the Company or by any Director,

8 2 7 of any premium in respect of the purchase and maintenance of indemnity insurance in respect of liability for any act or default of the Directors (or any of them) in relation to the Company Provided that such insurance shall

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not extend to indemnification against liability for wilful or criminal wrongdoing or default

8 3 Whenever a Director has a Personal Interest in a matter to be discussed at a meeting of the Directors or a committee or sub-committee thereof the Trustee concerned must

8 3 1 declare an interest when or before discussion begins on the matter,

8 3 2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information,

8 3 3 not be counted in the quorum for that part of the meeting,

8 3 4 withdraw during the vote and have no vote on the matter

8 4 If a conflict of interests arises for a Director and the conflict is not authorised by Article 8 5, the unconflicted Directors may authorise such a conflict of interests provided that

8 4 1 the procedure in Article 8 3 is followed,

8 4 2 authorisation will not result in any direct or indirect Material Benefit being conferred on any Director or any Person Connected to a Director, and

8 4 3 the unconflicted Directors consider it is in the best interests of the Company to authorise the conflict of interest in the circumstances

8 5 Conflicts of interest which arise in relation to

8 5 1 benefits allowed under Article 8 2.

8 5 2 any company which is a member of the Company and is identified for these purposes by a resolution of the Directors, and

8 5 3 any company in which the Company holds a majority share and is identified for these purposes by a resolution of the Directors,

are authorised automatically and need not be separately authorised pursuant to Article 8 4

## 9 **SECRETARY**

Subject to the provisions of the Act, the Secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit and any Secretary so appointed may be removed by them

## 10 **MEMBERSHIP**

10 1 The sole member of the Company shall be the Trust or such other person or persons, organisation or corporation as the members may appoint from time to time

10 2 In the event of the dissolution of the Trust at the time it is the sole member of the Company then the members of the Company shall be the Directors

10 3 The provisions of the Act shall be observed by the Company and the sole member and any future member or members of the Company shall either sign a written consent to become a member or sign the register of members on becoming a member

10 4 Membership of the Company shall not be transferable

10 5 A member may at any time withdraw from membership of the Company by written notice to the Company

10 6 The Trust may require any other future member to withdraw from membership of the Company on giving notice in writing to that member with a copy to the Company



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11     **GENERAL MEETINGS**

- 11 1     A general meeting may be called at any time by the Directors and must be called on a written request from at least 10% of the members or, if more than twelve months have passed since the Company last held a general meeting, from 5% of the members. On receipt of such a written request, the Directors must call a general meeting within 21 days and the general meeting must not be held more than 28 days after the date of the notice calling the general meeting.
- 11 2     Members are entitled to attend meetings personally or by proxy in accordance with the procedures prescribed by the Act. General meetings are called on at least 14 clear days' written notice specifying the business to be discussed.
- 11 3     There is a quorum at a general meeting if the number of members present in person or by proxy is at least one.
- 11 4     If within half an hour from the time appointed for the holding of a General Meeting a quorum is not present, the meeting, if convened on the requisition of the members of the Company, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same time and place, or at such other place as the Directors may determine, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting the members present shall be a quorum.
- 11 5     Fourteen days' notice in writing at the least of every General Meeting (exclusive in every case both of the day on which it is served or deemed to be served and of the day for which it is given), specifying the place, the day and the hour of the meeting, and in the case of special business the general nature of that business, shall be given in manner hereinafter mentioned to such persons (including the Auditors) as are under these Articles or under the Statutes entitled to receive such notices from the Company. If in the judgment of the Directors an emergency has arisen requiring an immediate meeting, the notice given shall be such as the Directors in the circumstances deem to be sufficient, but such notice shall in no circumstances be less than seven days.

11 6 The accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any person entitled to receive notice thereof shall not invalidate any resolution passed, or proceedings had, at any meeting

11 7 Any member wishing to raise any matter at a General Meeting shall give notice in writing setting out the nature of the business to be transacted to the Secretary not less than 28 days before the date of the General Meeting

12 **PROCEEDINGS AT GENERAL MEETINGS**

12 1 The Chairman shall preside at every General Meeting, but if the Chairman shall be absent, or if at any meeting he is not present within 15 minutes after the time appointed for holding the same the members present shall choose some other Director or if no such Director thereof be present, or if all the Directors present decline to take the chair, the members shall choose some member who shall be present to preside

12 2 The Chairman, or any member presiding in his place, may, with the consent of any meeting of the members of the Company at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time, and place to place, but no business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place Whenever such a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given in the same manner as of the original meeting Save as aforesaid, the members shall not be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned meeting

12 3 At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands, by a majority of the members present in person and entitled to vote and, unless a poll is, before or upon the declaration of the result by the show of hands, demanded by the Chairman or member presiding in his place, or at least a third of the members present in person or by proxy, a declaration by the Chairman or member presiding in his place, that a resolution has been carried, or carried unanimously or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the minute book of the Company shall be

conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution. The demand for a poll may be withdrawn.

12.4 Subject to the provisions of Article 12.5 below, if a poll be demanded in manner aforesaid, it shall be taken at such time and place, and in such manner, as the Chairman of the meeting shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

12.5 No poll shall be demanded on the election of a Chairman of a meeting, or on any question of adjournment.

12.6 The Chairman, or any member presiding in his place, may vote and he shall be entitled to a second or casting vote.

12.7 The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

### 13 **VOTES OF MEMBERS**

13.1 Every member shall be entitled either in person or by duly authorised representative to attend General Meetings. The Trust shall be entitled to cast three votes for every one vote cast by any other member. All other members shall have one vote.

13.2 All members may appoint a proxy to vote in their place at General Meetings. Such persons having a proxy vote should hold a letter signed by the appointor giving permission of proxy, and should inform the Secretary prior to the commencement of the meeting that they have a proxy vote.

13.3 Subject to Article 13.4, a resolution in writing agreed by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the members who would have been entitled to vote on it had it been proposed at a general meeting shall be effective provided that a copy of the proposed resolution has been sent to every eligible member and a simple majority (or in the case of a special resolution

by a majority of not less than 75%) of members has signified its agreement to the resolution in an authenticated document which has been received at the registered office within the period of 28 days beginning with the circulation date. A resolution in writing may comprise several copies to which one or more members have signified their agreement.

13.4 The following may not be passed as a written resolution:

13.4.1 a resolution to remove a Director before his period of office expires, and

13.4.2 a resolution to remove an auditor before his period of office expires.

#### 14. **SEAL**

The Seal shall only be used by the authority of the Directors or of a Committee of Directors authorised by the Directors. The Directors may determine who shall sign any instrument to which the Seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Secretary or a second Director. Whether or not the Company has a Seal a document signed by a Director and the Secretary of the Company, or by two Directors of the Company and expressed (in whatever form or words) to be executed by the Company shall have the same effect as if executed under the Seal.

#### 15. **ACCOUNTS**

15.1 The Directors shall cause accounting records of the Company to be kept in accordance with the Act (or as the same may be hereafter amended or altered).

15.2 Accounting records shall be kept at the Office of the Company or, subject to the requirements of the Act, at such other place or places as the Directors shall think fit, and shall always be open to the inspection of the Directors.

15.3 The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to inspection of members of the Company not being officers of the Company and no such member (not being such an

officer) shall have any right of inspecting any account or book or document of the Company except as conferred by Statute or authorised by the Directors or by the Company in General Meeting

- 15 4 In every year the Directors shall circulate to the members a proper income and expenditure account for the period since the last preceding account together with a proper balance sheet made up as at the same date Every such balance sheet shall be accompanied by proper reports of the Directors and the Auditors, and copies of such account, balance sheet and reports (all of which shall be framed in accordance with any statutory requirements for the time being in force) and any other documents required by law to be annexed or attached thereto or to accompany the same

16 **AUDIT**

- 16 1 Once at least in every year the accounts of the Company shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified Auditor or Auditors

- 16 2 Auditors shall be appointed and their duties regulated in accordance with the Act

17 **NOTICES**

- 17 1 The Company may validly send or supply any document (including any notice) or information to a member

17 1 1 by delivering by hand to the address recorded for the member in the register of members,

17 1 2 by sending it by post or courier in an envelope (with postage and delivery paid) to the address recorded for the member in the register of members,

17 1 3 by fax to a fax number notified by the member in writing,

17 1 4 by electronic mail to an email address notified by the member in writing, or

17 1 5 by means of a website, the address of which has been notified to the

member in writing

in accordance with this Article 17

17 2 The Company may only send a document or information to a member by electronic mail

17 2 1 where the member concerned has agreed (either generally or in relation to the specific document or information) that it may be sent in that form, and

17 2 2 to the address specified for that purpose by the member

17 3 The Company may send a document or information to a member via a website if the member concerned has not responded within 28 days of the Company sending him a request asking him to agree to the Company communicating with him in that manner, provided that

17 3 1 the request stated clearly what the effect of failure to respond would be,

17 3 2 when the request is sent to the member, at least 12 months have passed since the Company last requested the member to agree to receive the same or a similar type of document or information via a website,

17 3 3 the document or information concerned is made available in a form which enables the recipient to read it and retain a copy of it, and

17 3 4 the Company complies with the requirements of Articles 17 4 and 17 5

17 4 When sending information or a document via a website, the Company must notify each intended recipient of

17 4 1 the presence of the document or information on the website,

17 4 2 the address of the website,

17 4 3 the place on the website where it may be accessed, and

- 
- 17 4 4 how to access the document or information
- 17 5 Where information or a document is sent to members via a website in accordance with this Article, the document or information must remain on the website
- 17 5 1 in the case of notice of a general meeting, until after the general meeting has ended, and
- 17 5 2 in all other cases, for 28 days beginning with the date on which the Company sent notification pursuant to Article 17 4
- 17 6 Any notice given in accordance with these Articles is to be treated for all purposes as having been received
- 17 6 1 24 hours after being sent by electronic mail or fax or delivered by hand to the relevant address,
- 17 6 2 two clear days after being sent by first class post to the relevant address,
- 17 6 3 three clear days after being sent by second class or overseas post to the relevant address,
- 17 6 4 on the date on which the notice was posted on a website (or, if later, the date on which the member was notified of the posting on the website in accordance with Article 17 4),
- 17 6 5 on being handed to the member personally, or if earlier
- 17 6 6 as soon as the member acknowledges actual receipt
- 17 7 A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting
- 17 8 Members may validly send any notice or document to the Company
- 17 8 1 by post to

(a) the Company's registered office, or

(b) any other address specified by the Company for such purposes,

17 8 2 to any fax number or email address provided by the Company for such purposes

18 **LIMITED LIABILITY**

The liability of the members is limited

19 **GUARANTEE**

Every member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Company contracted before he ceases to be a member and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding One Pound (£1)

20 **DISSOLUTION**

If upon the winding up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid to or distributed among the members of the Company but shall be given or transferred to some other charitable institution or institutions having objects similar to the Objects of the Company and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of Article 8 hereof, such institution or institutions to be determined by the members of the Company at or before the time of dissolution and insofar as effect cannot be given to such provisions then such property shall be disposed of at the discretion of the Directors for some other charitable purpose or purposes



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21     **COPY OF THE ARTICLES**

Every member of the Company shall be entitled to receive a copy of these Articles of Association

22     **INTERPRETATION**

22 1    In these Articles the words standing in the first column of the Table next hereinafter contained shall bear the meanings set opposite to them respectively in the second column thereof, if not inconsistent with the subject or context

**WORDS**

**MEANINGS**

**"the Act"**

The Companies Act 2006

**"these Articles"**

These Articles of Association, and the regulations of the Company from time to time to enforce

**"Chairman"**

The Chairman of the Company

**"charity trustee"**

Has the meaning prescribed by section 97(1) of the Charities Act 1993

**"clear day"**

24 hours from midnight following the relevant event

**"the Company"**

The above named Company

**"the Directors"**

The Directors for the time being of the Company

**"in writing"**

A legible document on paper or a document which can be printed onto paper including a fax message or electronic mail

<b>"Management Committee"</b>	The sub-committee appointed pursuant to Article 6 6 for the general management of the Bellingham Playing Fields and associated facilities
<b>"Material Benefit"</b>	A benefit which may not be financial but has a monetary value
<b>"month"</b>	Calendar month
<b>"the Office"</b>	The registered office of the Company
<b>"Person Connected to a Director"</b>	a) a child, parent, grandparent, brother or sister of a Director, (b) the spouse or civil partner of a Director or anyone falling within paragraph (a), (c) a person carrying on business in partnership with a Director or anyone falling within paragraph (a) or (b), (d) an institution which is controlled by a Director or any person falling within paragraphs (a), (b), or (c) (or which is controlled by any two or more such persons when taken together), (e) a body corporate in which a Director or any person falling within paragraphs (a), (b), or (c) has a substantial interest (or in which two or more such persons, taken together, have a substantial interest)
<b>"Personal Interest"</b>	An interest which conflicts with the interests of the Company but does not include an interest in purchasing trustee indemnity insurance.

<b>"the Seal"</b>	The Common Seal of the Company
<b>"Special Resolution"</b>	A resolution of the members that is passed by a majority of 75% or more
<b>"the Statutes"</b>	The Act and every statutory modification or re-enactment thereof for the time being in force
<b>"Taxable Trading"</b>	Carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects
<b>"the Trust"</b>	Trust for London
<b>"the United Kingdom"</b>	Great Britain and Northern Ireland

- 22 2 Words importing the singular number only shall include the plural number, and vice versa
- 22 3 Words importing the masculine gender only shall include the feminine gender
- 22 4 Words importing persons shall include corporations
- 22 5 Subject as aforesaid, any words or expressions defined in the Act or any statutory modification thereof in force at the date on which these Articles become binding on the Company shall, if not inconsistent with the subject or context, bear the same meanings in these Articles
- 22 6 The model articles in Schedule 2 of the Companies (Model Articles) Regulations 2008 do not apply to the Company