



12th March 2019

**Notice of Passing a resolution to amend
the Memorandum and Articles of Association
of the**

Custom House and Canning Town Community Renewal Project

At an Annual General Meeting of the Custom House and Canning Town Community Renewal Project held at 3 o'clock on Monday 11th March 2019 at the Community Hall at the St. Luke's Community Centre (89 Tarling Road, London, E16 1HN) the following resolution was passed as a special resolution, namely that:

"This Annual General Meeting resolves to adopt the form of Memorandum and Articles of Association (discussed and unanimously agreed by the Management Committee of the Custom House and Canning Town Community Renewal Project on 08/02/19) in place of its hitherto existing Memorandum and Articles of Association."

The resolution was proposed by Adrian Hodgson and seconded by Janet Moffatt and unanimously agreed.

Signed for and on behalf of the Custom House and Canning Town Community Renewal Project.

Sarah Ruiz
CH&CTCRP Chair

John McNeill
CH&CTCRP Company Secretary

*Certified as a true
copy of the original*

PETER KORN

Solicitor

**INTERFACE LEGAL
ADVISORY SERVICE**

40 Wykeham Road
London NW4 2SU

01-04-2019

WEDNESDAY



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03/04/2019
COMPANIES HOUSE

THE COMPANIES ACTS 1985 & 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

(As amended by special resolution on 11th March 2019)

of the

CUSTOM HOUSE AND CANNING TOWN COMMUNITY RENEWAL PROJECT

Company number 02898303

1. The name of the Company (hereinafter called "the Project") is Custom House and Canning Town Community Renewal Project.

2. The registered office of the Project shall be situate in England and Wales.

3. The objects for which the Project is established are the promotion of any charitable purposes for the benefit of persons resident in the London Borough of Newham (in particular, but not restricted to, the areas of Custom House and South Canning Town) and including but not exclusively) the following;

- 1) the relief of poverty
- 2) the advancement of education and the provision and assistance in the provision of training
- 3) the preservation and protection of the environment of the area of benefit
- 4) the provision or assistance in the provision of recreational and leisure time facilities in the interests of social welfare with the object of improving the conditions of life of the persons resident in the area of benefit

And the Project shall have the following powers exercisable in furtherance of its said objects but not further or otherwise, namely:

- a) to present, promote, organise, provide, manage and produce, films, broadcasts, concerts, musical pieces, entertainments, exhibitions, competitions, tutorials, seminars, courses and workshops, whether on any premises of the Project or elsewhere.
- b) to procure to be written, printed, published and issued gratuitously or otherwise such papers, books, pamphlets or other documents as shall further the above objects.
- c) to represent the views of the local community and disadvantaged sections of the community when working with other relevant bodies
- d) to open and maintain a bank account or bank accounts in the name of the Project.
- e) to employ staff and/or agents, and to make provision for the proper remuneration of any such persons including power to make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows widowers and other dependants.
- f) subject to such consents as may be required by law to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Project may think necessary for the promotion of its objects, and to construct, maintain and alter any buildings or erections necessary for the work of the Project.
- g) subject to such consents as may be required by law to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Project as may be thought necessary for the promotion of its objects.

- h) to undertake and execute any charitable trusts which may lawfully be undertaken by the Project and may be necessary for its objects.
- i) subject to such consents as may be required by law to borrow or raise money for the purposes of the Project on such terms and on such security as may be thought fit PROVIDED ALWAYS that the Project shall undertake no permanent trading activities in raising funds to achieve its charitable objects.
- j) to invest the monies of the Project 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.
- k) to establish and support or aid in the establishment and support of any charitable associations or institutions and to subscribe or guarantee money for charitable purposes in any way connected with the purposes of the Project or calculated to further its objects.
- l) to establish, operate and maintain or to cooperate with others in establishing, operating and maintaining at such places as may be deemed appropriate by the Project any dining and refreshment rooms, stalls and facilities for the supply thereof of food, drink and refreshments in furtherance of the objects PROVIDED THAT such food, drink or refreshments shall only be available to persons participating in the activities of the Project.
- m) to do all such other lawful things as shall further any or all of the above objects.

PROVIDED THAT

1. In case the Project shall take or hold any property which may be subject to any trusts, the Project shall only deal with or invest the same in such a manner as allowed by law, having regard to such trusts.
2. The objects of the Project shall not extend to the regulation of relations between employers and workers or organisations of employers and organisations of workers.
3. In case the Project shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Project 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 Management Committee or Governing Body of the Project 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 Management Committee or Governing Body have been if no incorporation had been effected, and the incorporation of the Project shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over such Management Committee or Governing Body, but they shall as regards to any such property be subject jointly and separately to such control or authority as if the Project were not incorporated.
4. The income and property of the Project, whencesoever derived, shall be applied solely towards the promotion of the objects of the Project as set forth in this Memorandum of Association, 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 the members of the Project and no member of the Management Committee or Governing Body shall be appointed to any office of the Project paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Project.

PROVIDED THAT nothing herein shall prevent the payment, in good faith by the Project:

- a) of reasonable and proper remuneration to any member, officer or servant of the Project for any services rendered to the Project (not being a member of its Management Committee), provided nevertheless that a member of the Management Committee shall be entitled to be reimbursed for any reasonable out-of-pocket expenses incurred in carrying out any business of the Project;
- b) of interest on money lent by any member of the Project or of its Management Committee or Governing Body at a rate per annum not exceeding 2% less than the base lending rate of a clearing bank to be selected by the Management Committee or Governing Body; or 3%, whichever is the greater;
- c) of reasonable and proper rent for premises demised or let by any member of the Project or of its Management Committee or Governing Body;
- d) of fees remuneration or other benefit in money or money's worth to a company of which a member of its Management Committee or Governing Body may be a member holding not more than one hundredth part of the capital of such company;

5. No additions, alterations, or amendments shall be made to or in the provisions of the Memorandum or Articles of Association for the time being in force, unless the same shall have been previously submitted to and approved by the Charity Commissioners for England and Wales.

6. The liability of the members is limited.

7. Every member of the Project undertakes to contribute to the assets of the Project, in the event of the same being wound up while he or she is a member, or within one year after he or she ceases to be a member, for payment of the debts and liabilities of the Project contracted before he or she 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.

8. If upon the winding up or dissolution of the Project 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 Project, but shall be given or transferred to some other charitable institution or institutions having charitable objects similar to the objects of the Project such as tenants' associations or community centres which benefit the local community and shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Project under or by virtue of Clause 4 hereof such institution or institutions to be determined by the members of the Project at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some other charitable object subject to the prior approval of the Charity Commissioners for England and Wales.

THE COMPANIES ACT 1985 & 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

(As amended by special resolution on 11th March 2019)

- of the -

CUSTOM HOUSE AND CANNING TOWN COMMUNITY RENEWAL PROJECT

Company number 02898308

GENERAL

1. In these Articles the words standing in the first column of the Table next hereinafter contained shall bear the meaning 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 1985.
These Articles	These Articles of Association and the regulations of the Association from time to time in force.
The Management Committee	The Council of Management for the time being of the Project
The office	The registered office of the Project
The United Kingdom	Great Britain and Northern Ireland
Month	Calendar Month
In Writing	Written, printed or lithographed or partly one or partly another, and other modes of representing or reproducing words in a visible form

And words importing the singular number only shall include the plural number, and vice versa.

Words importing the masculine gender only shall include the feminine gender; and

Words importing persons shall include corporations.

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 Project shall, if not inconsistent with the subject or context, bear the same meanings in these Articles.

2. The Management Committee shall have the right for good and sufficient reason to terminate the membership of any member PROVIDED ALWAYS that the member concerned shall have a right to be heard before a final decision is made.

3. The provisions of section 352 of the Act shall be observed by the Project, and every member of the Project shall either sign a written consent to become a member or sign the register of members on becoming a member.

4. The Project is established for the purposes expressed in the Memorandum of Association.

5. The subscribers to the Memorandum of Association and such other persons as the Project shall admit to membership in accordance with such regulations as the Management Committee shall make from time to time shall be members of the Project.

GENERAL MEETINGS

6. The Project may (but shall not be obliged to) hold a General Meeting in every calendar year as its Annual General Meeting at such time and place as may be determined by the Project.

7. All Meetings, other than Annual General Meetings, shall be called Extraordinary General Meetings.

8. The Management Committee may whenever they think fit convene a General Meeting, and Extraordinary General Meetings shall also be convened on such requisition, or in default may be convened by such requisitionists, as provided by section 368 of the Act.

9. Twenty-one days' notice in writing at the least of every Annual General Meeting and of every meeting convened to pass a Special Resolution, and fourteen days' notice in writing at the least of every other 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 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 Act entitled to receive such notices from the Project; but with the consent of all the members having the right to attend and vote thereat, or of such proportion of them as is prescribed by the Act in the case of meetings other than Annual General Meetings, a meeting may be convened by such notice as those members may think fit.

10. 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 at any meeting.

PROCEEDINGS AT GENERAL MEETINGS

11. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and all that is transacted at an Annual General Meeting shall also be deemed special, with the exception of the consideration of the income and expenditure account and balance sheet, and the reports of the Management Committee and of the Auditors, the election of members of the Management Committee in the place of those retiring, and the appointment of, and the fixing of the remuneration of, the Auditors.

12. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. Save as herein otherwise provided 3 members shall be a quorum.

13. 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 members, 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 Management Committee 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.

14. The Chairperson (if any) of the Management Committee shall preside as Chairperson at every General Meeting, but if there be no such Chairperson, or if at any meeting he or she shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to preside, the members present

shall choose some member of the Management Committee, or if no such member be present, or if all the members of the Management Committee present decline to take the chair, they shall choose some member of the Project who shall be present to preside.

15. The Chairperson may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time, and from place to place, but no business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same manner as of an 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.

16. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is, before or upon the declaration of the result of the show of hands, demanded by the Chairperson or by at least three members having the right to vote at the meeting or a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting, and unless a poll be so demanded a declaration by the Chairperson of the meeting that a resolution has been carried, or carried unanimously or carried 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 Project 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.

17. Subject to the provisions of Article 18, if a poll be demanded in manner aforesaid, it shall be taken at such time and place, and in such manner, as the Chairperson 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.

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

19. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairperson of the meeting shall be entitled to a second or casting vote.

20. 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.

VOTES OF MEMBERS

21. Subject as hereinafter provided, every member shall have one vote.

22. Save as herein expressly provided, no member other than a member duly registered, who shall have paid every subscription and other sum (if any) which shall be due and payable to the Project in respect of his or her membership, shall be entitled to vote on any question at any General Meeting.

MANAGEMENT COMMITTEE

23 (a) The number of the members of the Management Committee shall never be less than 3 nor more than 14. Unless otherwise determined by a General Meeting a majority of the members of the Management Committee shall be resident in the area of Custom House and Canning Town.

(b) The Management Committee shall so far as possible represent the ethnic diversity of the area.

24. The Management Committee may from time to time and at any time appoint any person as a member of the Management Committee, either to fill a casual vacancy

or by way of addition to the Management Committee, provided that the prescribed maximum be not thereby exceeded. Any person so appointed shall retain his or her office only until the next Annual General Meeting, but he or she shall then be eligible for re-election.

POWERS OF THE MANAGEMENT COMMITTEE

25. The business of the Project shall be managed by the Management Committee who may pay all such expenses of, and preliminary and incidental to, the promotion, formation, establishment and registration of the Project as they think fit, and may exercise all such powers of the Project, and do on behalf of the Project all such acts as may be exercised and done by the Project, and as are not by statute or by these Articles required to be exercised or done by the Project 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 Project, and to such regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Project in General Meeting, but no regulation made by the Project in General Meeting shall invalidate any prior act of the Management Committee which would have been valid if such regulation had not been made.

26. The members for the time being of the Management Committee may act notwithstanding any vacancy in their body; provided always that in case the members of the Management Committee shall at any time be or be reduced in number to less than the minimum number prescribed by or in accordance with these Articles, it shall be lawful for them to act as the Management Committee for the purpose of admitting persons to membership of the Project, filling up vacancies in their body, or of summoning a General Meeting, but not for any other purpose.

SECRETARY

27. The Secretary shall be appointed by the Management Committee for such time, at such remuneration and upon such conditions as they may think fit, and any Secretary so appointed may be removed by them. The provisions of section 283 of the Act shall apply and be observed. The Management Committee may from time to time by resolution appoint an assistant or deputy Secretary, and any person so appointed may act in place of the Secretary if there be no Secretary or no Secretary capable of acting PROVIDED ALWAYS that no member of the Management Committee shall occupy the salaried position of Secretary.

DISQUALIFICATION OF MEMBERS OF THE MANAGEMENT COMMITTEE

28. The office of a member of the Management Committee shall be vacated:

- a) If a receiving order is made against him or her or he or she makes any arrangement or composition with his or her creditors.
- b) If he or she becomes of unsound mind.
- c) If he or she ceases to be a member of the Project.
- d) If by notice in writing to the Project he or she resigns his or her office.
- e) If he or she ceases to hold office by reason of any order made under the Company Directors Disqualification Act 1986
- f) If he or she is removed from office by a resolution duly passed pursuant to section 303 of the Act.
- g) If he or she fails without reasonable excuse to attend three consecutive meetings of the Management Committee

APPOINTMENT OF MEMBERS OF THE MANAGEMENT COMMITTEE

29. Subject to the other provisions of these Articles, any person who is willing to act as a Management Committee member and is permitted by law to do

so may be appointed to be a Management Committee member (a) by ordinary resolution or (b) by a decision of the Management Committee.

30. The Project may from time to time in General Meeting increase the number of members of the Management Committee and may make the appointments necessary for effecting any such increase.

31. In addition and without prejudice to the provisions of section 303 of the Act, the Project may by Extraordinary Resolution remove any member of the Management Committee and may by an Ordinary Resolution appoint another qualified member in his or her stead.

PROCEEDINGS OF THE MANAGEMENT COMMITTEE

32. The Management Committee may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business, provided that the quorum for meetings of the Management Committee shall never be less than 1/3 or 3 (whichever is the greater number) of the members of the Management Committee. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chairperson shall have a second or casting vote.

33. A member of the Management Committee may, and on the request of a member of the Management Committee the Secretary shall, at any time, summon a meeting of the Management Committee by notice served upon the several members of the Management Committee. A member of the Management Committee who is absent from the United Kingdom shall not be entitled to notice of a meeting.

34. The Management Committee shall from time to time elect a Chairperson who shall be entitled to preside at all meetings of the Management Committee at which he or she shall be present, and may determine for what period he or she is to hold office, but if no such Chairperson be elected, or if at any meeting the Chairperson be not present within five minutes after the time appointed for holding the meeting and willing to preside, the members of the Management Committee present shall choose one of their number to be Chairperson of the meeting.

35. A meeting of the Management Committee at which a quorum is present shall be competent to exercise all the regulations of the Project for the time being vested in the Management Committee generally.

36. The Management Committee may delegate any of their powers to committees consisting of such member or members of the Management Committee or others as they think fit, and any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the Management Committee. The meetings and proceedings of any such committee shall be governed by the provisions of these Articles for regulating the meetings and proceedings of the Management Committee so far as applicable and so far as the same shall not be superseded by regulations made by the Management Committee. Any such committees shall report to the Management Committee on any decisions taken as soon as possible. No such committee shall incur expenditure on behalf of the Project except in accordance with a budget which has been approved by the Management Committee.

37. All acts bona fide done by any meeting of the Management Committee or by any committee of the Management Committee, or by any person acting as a member of the Management Committee, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such member 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 and was qualified to be a member of the Management Committee.

38. The Management Committee shall cause proper minutes to be made of all appointments of officers made by the Management Committee and of the proceedings of all meetings of the Project and of the Management Committee and of committees of the Management Committee, and all business transacted at such meetings, and any such minutes of any meeting, if purporting to be signed by the Chairperson of such meeting, or by the Chairperson of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.

39. A resolution in writing signed by all members for the time being of the Management Committee or of any committee of the Management Committee who are entitled to receive notice of a meeting of the Management Committee or of such committee shall be as valid and effectual as if it had been passed at a duly convened and constituted meeting of the Management Committee or such committee (as the case may be).

ACCOUNTS

40. The Management Committee shall cause proper books of account to be kept with respect to:

- a) all sums of money received and expended by the Project and the matters in respect of which such receipts and expenditure take place;
- b) all sales and purchases of goods by the Project; and
- c) the assets and liabilities of the Project.

Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the affairs of the Project and to explain its transactions.

41. The books of account shall be kept at the registered office or at such other place or places as the Management Committee shall think fit, and shall always be open to the inspection of the members of the Management Committee.

42. The Management Committee shall from time to time determine whether and to what extent and at what times and places and under what conditions and/or regulations the accounts and books of the Project or any of them shall be open to the inspection of members not being members of the Management Committee, and no member (not being a member of the Management Committee) shall have any right of inspecting any account or book or document of the Project except as conferred by statute or authorised by the Management Committee or by the Project in General Meeting.

43. At the Annual General Meeting in every year (if any) the Management Committee shall lay before the Project a proper income and expenditure account for the period since the last preceding account (or in the case of the first account since the incorporation of the Project) made up to a date not more than ten months before such meeting, 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 Management Committee 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 of any other documents required by law to be annexed or attached thereto or to accompany the same shall not less than twenty-one clear days before the date of the meeting, subject nevertheless to the provisions of section 240 of the Act, be sent to the Auditors and to all other persons entitled to receive notices of General Meetings in the manner in which notices are hereinafter directed to be served. The Auditors' report shall be open to inspection and be read before the meeting as required by the Act.

AUDIT

44. Once at least in every year the accounts of the Project 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.

45. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Act, the members of the Management Committee being treated as the Directors mentioned in the relevant sections.

NOTICES

46. A notice may be served by the Project upon any member, either personally or by sending it through the post in a prepaid letter, addressed to such member at his or her registered address as appearing in the register of members.

47. Any member described in the register of members by an address not within the United Kingdom, who shall from time to time give the Project an address within the United Kingdom at which notices may be served upon him or her shall be entitled to have notices served upon him or her at such address, but, save as aforesaid and as provided by the Act, only those members who are described in the register of members by an address within the United Kingdom shall be entitled to receive notices from the Project.

48. Any notice, if served by post, shall be deemed to have been served on the day following that on which the letter containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post office as a prepaid letter.

DISSOLUTION

49. Clause 8 of the Memorandum of Association relating to the winding up and dissolution of the Project shall have effect as if the provisions thereof were repeated in these Articles

INDEMNITY

50. Subject to the provisions of the Act but without prejudice to any indemnity to which a member of the Management Committee may otherwise be entitled, every member of the Management Committee or other officer or auditor of the Project shall be indemnified out of the assets of the Project against any liability incurred by him or her in defending any proceedings, whether civil or criminal, in which judgement is given in his or her favour or in which he or she is acquitted or in connection with any application in which relief is granted to him or her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Project.