

MINUTES

Trust Thamesmead Ltd

FRIDAY



R3538DWG
RM 04/04/2014 #165
COMPANIES HOUSE

SUBJECT: Extraordinary General Meeting of the Trust Thamesmead Board Meeting

VENUE: Sporting Club Thamesmead

DATE: Thursday 20 February 2014

TIME: 12 45pm

Present:	Trustees	Michael Cleaver (Chair)	MC
		Ken Miller (Vice Chair)	KM
		Nicola Insley	NI
		Linda Portis	LP
		Vic Grimes	VG
		Elaine Harrison	EH

Attendees	Mick Hayes	MH
	Sam Karuhanga	SK
	Stephen Burns (Peabody)	SB
	Kristina Ingate (Peabody)	KI
	Dawn Young	DY
	Lucy Webb	LW
	Alison Skingley	AS
	Beryl Condra (Peabody)	BC

Apologies: David Leaf
Jonathan Telfer

Richard Fishlock Head of Business and Development
Helen Webb PA to CEO

1. Apologies for Absence

Apologies were received from Trustees Jonathan Telfer and David Leaf and from Trust Thamesmead employees Richard Fishlock and Helen Webb.

2. Declarations of Interest

KM declared an interest as a director of Sporting Club Thamesmead Ltd

3. Special Resolution

The meeting was called for the particular purpose of passing the special resolution

The members, being eligible members of the Company resolved

That the articles of the association in the form annexed here to be and are adopted as the new articles of the association of the Company in substitution for and to the exclusion of all other articles of association with effect from 1 April 2014

MEETING ENDS AT 12 50pm

Chair.....

Date.....2/4/14



Trust Thamesmead Limited

Articles of Association

(as adopted on [1 April 2014])

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London
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trowers & hamlins

The Companies Acts 1985 to 2006

Company Limited by Guarantee and not Having a Share Capital

Articles of Association

of

Trust Thamesmead Limited

Interpretation

- 1 The interpretation of these Articles is governed by the provisions set out in the Schedule at the end of the Articles

Objects

- 2 The Charity is established for general charitable purposes for the benefit of the inhabitants of Thamesmead and the surrounding area (the **Area of Benefit**) and in particular
- 2 1 to advance education,
- 2 2 to relieve financial need,
- 2 3 to promote health,
- 2 4 to promote amateur sport,
- 2 5 to promote community safety and the prevention of crime,
- 2 6 to relieve unemployment for the public benefit in such ways as may be thought fit, including assistance to find employment,
- 2 7 to develop the capacity and skills of the members of the community in such a way that they are better able to identify, and help meet, their needs and to participate more fully in society, and
- 2 8 to provide or assist in the provision of facilities in the interests of social welfare for recreation or other leisure time occupation of members of the community who have need of such facilities by reason of their youth, age infirmity or disability, financial hardship or social circumstances with the object of improving their conditions of life

Powers

- 3 To further its objects the Charity may
- 3 1 provide and assist in the provision of money, materials or other help,
- 3 2 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities,
- 3 3 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any media,

- 3 4 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available,
- 3 5 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the development and implementation of appropriate policies provided that all such activities shall be conducted on the basis of well-founded, reasoned argument and shall in all other respects be confined to those which an English and Welsh Charity may properly undertake,
- 3 6 enter into contracts to provide services to or on behalf of other bodies,
- 3 7 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities,
- 3 8 subject to any consent required by law, dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Trustees think fit,
- 3 9 subject to any consent required by law, borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds,
- 3 10 set aside funds for special purposes or as reserves against future expenditure,
- 3 11 invest the Charity's money not immediately required for its objects in or upon any investments, securities, or property,
- 3 12 delegate the management of investments to a financial expert or experts provided that
- 3 12 1 the investment policy is set down in writing for the financial expert or experts by the Trustees,
- 3 12 2 every transaction is reported promptly to the Trustees,
- 3 12 3 the performance of the investments is reviewed regularly by the Trustees,
- 3 12 4 the Trustees are entitled to cancel the delegation arrangement at any time,
- 3 12 5 the investment policy and the delegation arrangements are reviewed at least once a year,
- 3 12 6 all payments due to the financial expert or experts are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt, and
- 3 12 7 the financial expert or experts may not do anything outside the powers of the Trustees,
- 3 13 arrange for investments or other property of the Charity to be held in the name of a nominee or nominees (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of a financial expert or experts acting under their instructions and pay any reasonable fee required,

- 3 14 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts or other obligations by any person or company,
- 3 15 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments,
- 3 16 subject to the restriction in Article 3 18 raise funds by way of subscription, donation or otherwise,
- 3 17 accept (or disclaim) gifts of money and any other property,
- 3 18 trade in the course of carrying out the objects of the Charity and carry on any other trade which is not expected to give rise to taxable profits,
- 3 19 incorporate Subsidiary Companies to carry on any trade,
- 3 20 subject to Article 5
- 3 20 1 engage and pay employees, consultants and professional or other advisers, and
- 3 20 2 make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants,
- 3 21 establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes,
- 3 22 become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the Charity's objects),
- 3 23 undertake and execute charitable trusts,
- 3 24 amalgamate with or acquire or undertake all or any of the property, liabilities and engagements of any body having objects wholly or in part similar to those of the Charity,
- 3 25 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them,
- 3 26 pay out of the funds of the Charity the costs of forming and registering the Charity
- 3 27 insure the property of the Charity against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Charity,
- 3 28 provide indemnity insurance to cover the liability of the Trustees which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Charity, including without limitation any liability to make a contribution to the Charity's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading), provided that any such insurance shall not extend to the provision of any indemnity for a person in respect of

- 3 28 1 any act or omission which he or she knew to be a breach of trust or breach of duty or which was committed by him or her in reckless disregard to whether it was a breach of trust or breach of duty or not,
- 3 28 2 any liability incurred by him or her in defending any criminal proceedings in which he or she is convicted of an offence arising out of any fraud or dishonesty, or wilful or reckless misconduct by him or her, or
- 3 28 3 in relation to any liability to make a contribution to the Charity's assets as specified in section 214 of the Insolvency Act 1986, any liability to make such a contribution where the basis of the Trustee's liability is his or her knowledge prior to the insolvent liquidation of the Charity (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Charity would avoid going into insolvent liquidation, and

3 29 do all such other lawful things as shall further the Charity's objects

Limitation on private benefits

- 4 The income and property of the Charity shall be applied solely towards the promotion of its objects
- 5 Except as provided below no part of the income and property of the Charity may be paid or transferred directly or indirectly by way of benefit to the members of the Charity and no Trustee may receive any remuneration or other benefit in money or money's worth from the Charity This shall not prevent any payment in good faith by the Charity of
 - 5 1 any payments made to any member, Trustee or Connected Person in their capacity as a beneficiary of the Charity,
 - 5 2 any payments made to any Trustee, officer or auditor under the indemnity provisions set out at Article 43,
 - 5 3 reasonable and proper remuneration to any person (not being a Trustee) for any goods or services supplied to the Charity (including services performed under a contract of employment with the Charity) provided that
 - 5 3 1 if such person is a Connected Person the procedure described in Article 30 (Conflicts of Interest) must be followed by the relevant Trustee in relation to any decisions regarding such Connected Person, and
 - 5 3 2 this provision together with Article 5 9 may not apply to more than half of the Trustees in any financial year (and for these purposes such provisions shall be treated as applying to a Trustee if they apply to a person who is a Connected Person in relation to that Trustee),
 - 5 4 interest on money lent by any member, Trustee or Connected Person at a reasonable and proper rate,
 - 5 5 any reasonable and proper rent for premises let by any member, Trustee or Connected Person,

- 5 6 fees, remuneration or other benefits in money or money's worth to a company of which a
member, Trustee or Connected Person holds less than 1% of the capital,
- 5 7 reasonable and proper out-of-pocket expenses of Trustees,
- 5 8 reasonable and proper premiums in respect of indemnity insurance effected in accordance
with Article 3 28, and
- 5 9 reasonable and proper remuneration to any Trustee for any goods or services supplied to
the Charity on the instructions of the Trustees (excluding the service of acting as Trustee
and services performed under a contract of employment with the Charity) provided that
- 5 9 1 the procedure described in Article 30 (Conflicts of Interest) must be followed in
considering the appointment of the Trustee and in relation to any other
decisions regarding the remuneration authorised by this provision, and
- 5 9 2 this provision together with Article 5 3 may not apply to more than half of the
Trustees in any financial year (and for these purposes such provisions shall be
treated as applying to a Trustee if they apply to a person who is a Connected
Person in relation to that Trustee)
- 6 The restrictions on benefits and remuneration conferred on members of the Charity and on
the Trustees by Article 5 and the exceptions to such restrictions in Articles 5 1 to 5 9
inclusive shall apply equally to benefits and remuneration conferred on members of the
Charity and on the Trustees by any Subsidiary of the Charity, and for this purpose
references to the Charity shall be treated as also referring to any such Subsidiary as
applicable

Limited liability

- 7 The liability of the members is limited
- 8 Every Member of the Charity undertakes to contribute pro rata the sum of up to £1 to the
assets of the Charity in the event of its being wound up during the time that he is a
Member or within one year afterwards for payment of the debts and liabilities of the Charity
contracted before he ceases to be a Member and of the costs, charges and expenses of
winding up the same and for the adjustment of the rights of the contributories amongst
themselves

Members

- 9 The Parent shall be the only member of the Charity Any person who is a member of the
Charity immediately before the adoption of these Articles shall immediately cease to be a
member on such adoption

Trustees

Number of Trustees

- 10 There shall be up to seven Trustees

Appointment, retirement, removal and disqualification of Trustees

- 11 All Trustees shall be appointed, and may be removed, by the Parent All such appointments and removals shall take effect by notice in writing delivered by or on behalf of the Parent to the Charity in accordance with these Articles
- 12 The office of a Trustee shall be vacated if
- 12 1 he or she ceases to be a Trustee by virtue of any provision of the Companies Acts or he or she becomes prohibited by law from being a Trustee,
- 12 2 he or she is disqualified under the Charities Act from acting as a charity trustee,
- 12 3 a bankruptcy order is made against that person, or an order is made against that person in individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy,
- 12 4 a composition is made with that person's creditors generally in satisfaction of that person's debts,
- 12 5 the Trustees reasonably believe he or she is suffering from mental disorder and incapable of acting and they resolve that he or she be removed from office,
- 12 6 he or she resigns by notice to the Charity (but only if at least two Trustees will remain in office when the notice of resignation is to take effect), or
- 12 7 he or she fails to attend three consecutive meetings of the Trustees (which for the avoidance of doubt shall not include meetings of any subcommittees) and the Trustees resolve that he or she be removed for this reason

Powers of Trustees

- 13 Subject to the Companies Acts, these Articles and any direction given by special resolution, the business of the Charity shall be managed by the Trustees who may exercise all the powers of the Charity No alteration of the Articles shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made The powers given by this Article shall not be limited by any special power given to the Trustees by the Articles and a meeting of the Trustees at which a quorum is present may exercise all powers exercisable by the Trustees
- 14 All acts done by a person acting as a Trustee shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Trustee
- 15 Subject to the Articles the Trustees may regulate their proceedings as they think fit, and may make such rules or regulations from time to time as they deem appropriate for the proper management of the Charity, provided that no such rule or regulation shall be inconsistent with or amend or repeat anything contained in these Articles

Chair of the Trustees

- 16 The Parent may appoint a person to be chair of the Trustees and may at any time remove him or her from that office If not already a Trustee on appointment, the chair shall be deemed to be appointed Trustee on his or her appointment as chair The chair shall serve

as such for such period as the Parent may determine from the date of his or her appointment or until the chair is removed from office by the Parent, or ceases to be a Trustee

- 17 The Parent may appoint one of the Trustees to be the Vice-chair of the Trustees. Such appointee shall serve for such period as the Parent may determine from the date of such appointment or until the Vice-chair is removed from office by the Parent, or ceases to be a Trustee

Delegation of Trustees' powers

- 18 The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Charity for such purposes and on such conditions as they determine
- 19 The Trustees may delegate any of their powers or functions under written terms of reference to any Group Member or to committees, officers or employees of the Charity or of any other Group Member or to such other persons, committees or organisations as the Trustees may determine. Such powers and functions shall be exercised in accordance with any written instructions given by the Trustees

Trustees' meetings

- 20 Two Trustees may (and the Secretary, if any, shall at the request of two Trustees) call a Trustees' meeting at any time

Notice

- 21 Every notice calling a meeting of Trustees shall specify the place, day and time of the meeting and the general nature of the business to be transacted. Notice of meetings shall be given to each Trustee

Quorum

- 22 No business shall be transacted at any meeting unless a quorum is present. At Trustees' meetings four Trustees shall be a quorum

Chair of meetings

- 23 The chair, if any, of the Trustees or in his or her absence another Trustee willing to act and nominated by the Trustees present shall preside as chair of each meeting

Voting at Trustees' meetings

- 24 At a Trustees' meeting every person present in person and entitled to vote shall have one vote
- 25 A resolution put to the vote of a Trustees' meeting shall be decided on a show of hands
- 26 Questions arising at a Trustees' meeting shall be decided by a majority of votes. In the case of an equality of votes, the chair shall be entitled to a casting vote in addition to any other vote he or she may have

- 27 A Trustees' meeting may be held by telephone or by televisual or other electronic or virtual means agreed by resolution of the Trustees in which all participants may communicate simultaneously with all other participants

Decisions without a meeting

- 28 The Trustees may take a unanimous decision without a Trustees' meeting by indicating to each other by any means, including without limitation by electronic means, that they share a common view on a matter. Such a decision may, but need not, take the form of a resolution in writing
- 29 A resolution in writing sent to all Trustees and signed by three quarters of the Trustees shall be as valid and effective as a resolution passed at a duly constituted Trustees' meeting. Such a resolution may comprise several copies which one or more Trustees have signed

Conflicts of interest

- 30 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting or in relation to which a decision is proposed to be made in accordance with Articles 28 or 29 and whenever a Trustee has an interest which conflicts or may conflict with those of the Charity in relation to a matter to be discussed at a meeting or in accordance with Article 28 or 29, he or she must
- 30 1 declare an interest before discussion begins on the matter,
- 30 2 withdraw from that part of the meeting unless expressly invited to remain or decline to participate in any discussion on the matter unless expressly asked to do so,
- 30 3 in the case of personal interests not be counted in the quorum for that part of the meeting, and
- 30 4 in the case of personal interests withdraw during the vote and have no vote on the matter
- 31 If a conflict of interests arises for a Trustee because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the Articles, the unconflicted Trustees may authorise such a conflict of interests where the following conditions apply
- 31 1 1 Article 30 is complied with,
- 31 1 2 the conflicted Trustee is not to be counted when considering whether a quorum of board members is present at the meeting, and
- 31 1 3 the unconflicted Trustees consider it is in the interests of the Charity to authorise the conflict of interest in the circumstances applying
- 32 For the purposes of sections 175 (3) of the 2006 Act, as substituted by section 181 (2) (a) of the 2006 Act, the duty to avoid conflicts of interest shall not apply to a conflict of interest arising in relation to a transaction or arrangement with the Charity in relation to the following
- 32 1 1 A matter authorised by the Charity Commission,

32 1 2 An interest in any contract, arrangement, transaction or proposal concerning the purchase and/or maintenance of any insurance policy pursuant to Article 3 28,

32 1 3 An interest arising from being an employee or officer of any Group Member

33 Subject to the provisions of the Act, the Charity may by ordinary resolution suspend or relax the provisions of Article 32 or ratify any transaction not duly authorised by reason of a contravention of Article 32 provided always that such ratification shall not extend to any matter prohibited by Article 5

33 1 For the purposes of Articles 31 to 33 1 an interest of a person who is for the purposes of the 2006 Act connected (which expression shall have the meaning given thereto by section 252 of the 2006 Act) with a Trustee shall be treated as an interest of the Trustee

Irregularities

34 The proceedings at any meeting or the passing of any resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice unless such specification is a requirement of the Companies Acts

Written members' resolution

35 A proposed written resolution lapses if it is not passed within 28 days beginning with the circulation date

General

Secretary

36 A Secretary may be appointed by the Trustees for such term at such remuneration and upon such conditions as they may think fit, and may be removed by them If there is no Secretary

36 1 anything authorised or required to be given or sent to, or served on, the Charity by being sent to its Secretary may be given or sent to, or served on, the Charity itself, and if addressed to the Secretary shall be treated as addressed to the Charity, and

36 2 anything else required or authorised to be done by or to the Secretary of the Charity may be done by or to a Trustee, or a person authorised generally or specifically in that behalf by the Trustees

Minutes

37 The Trustees shall cause minutes to be kept

37 1 of all appointments of officers made by the Trustees,

37 2 of all resolutions of the Charity and of the Trustees, and

37 3 of all proceedings at meetings of the Charity and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting,

and any such minute, if purported to be signed (or in the case of minutes of Trustees' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Trustee of the Charity, be sufficient evidence of the proceedings. The minutes must be kept for at least ten years from the date of the meeting, resolution or decision.

Records and accounts

38 The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of

38 1 annual reports,

38 2 annual returns, and

38 3 annual statements of account

Communications by and to the Charity

39 Subject to the provisions of the Companies Acts and these Articles

39 1 a document or information (including any notice) to be given, sent or supplied to any person pursuant to the Articles may be given, sent or supplied in hard copy form or in electronic form,

39 2 a document or information (including any notice) may only be given, sent or supplied in electronic form where the recipient has agreed (generally or specifically) that the document or information may be sent in that form and has not revoked that agreement,

40 any document or information (including any notice) sent to a the Parent under the Articles may be sent to the Parent's postal address as shown in the Charity's register of members or (in the case of documents or information sent by electronic means) to an address specified for the purpose by the Parent

41 Any document to be served on the Charity or on any officer of the Charity under the Articles may only be served

41 1 in the case of documents in hard copy form, by sending or delivering them to the Charity's registered office or delivering them personally to the officer in question, or

41 2 in the case of documents in electronic form, by sending them by electronic means

41 2 1 to an address notified to the members for that purpose, and

41 2 2 from an address previously notified to the Charity by the member (other than by electronic means) for the purpose of sending and receiving documents and information

41 3 Where a document or information is sent or supplied under the Articles

41 3 1 Where the document or information is sent or supplied by post, service or delivery shall be deemed to be effected at the expiration of 48 hours after the envelope containing it was posted In proving such service or delivery it shall be sufficient to prove that such envelope was properly addressed and posted

41 3 2 Where the document or information is sent or supplied by electronic means to an address specified for the purpose by the intended recipient, service or delivery shall be deemed to be effected on the same day on which it is sent or supplied In proving such service it shall be sufficient to prove that it was properly addressed

Indemnity

42 Without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee of the Charity shall be indemnified out of the assets of the Charity in relation to any liability incurred by him or her in that capacity but only to the extent permitted by the Companies Acts, and every other officer of the Charity may be indemnified out of the assets of the Charity in relation to any liability incurred by him or her in that capacity, but only to the extent permitted by the Companies Acts

Winding up

43 If any property remains after the Charity has been wound up or dissolved and the debts and liabilities have been satisfied it may not be paid to or distributed among the members of the Charity, but must be given to some other institution or institutions with similar objects which is or are regarded as charitable under the law of every part of the United Kingdom The institution or institutions to benefit shall be chosen by the Trustees at or before the time of winding up or dissolution

Schedule

1 In these Articles the following terms shall have the following meanings

Address includes a number or address used for the purposes of sending or receiving documents by electronic means,

Articles means these Articles of Association of the Charity,

Charity means the charitable company regulated by these Articles,

Charities Act means the Charities Act 2011,

Clear Days means in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect,

Companies Act has the meaning given to it in section 2 of the Companies Act 2006,

Connected Person means

- (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee, or
- (b) any other person in a relationship with a Trustee which may reasonably be regarded as equivalent to such a relationship, or
- (c) any company or firm of which a Trustee is a paid director, partner or employee, or shareholder holding more than 1% of the capital,

Electronic Form and **Electronic Means** have the meanings respectively given to them in the Companies Act 2006,

Financial Expert means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000,

Group Member means the Charity, the Parent and any other Subsidiary of the Parent,

Hard Copy and **Hard Copy Form** have the meanings respectively given to them in the Companies Act 2006,

Parent means the Governors of the Peabody Trust also known as The Peabody Trust,

Secretary means the secretary of the Charity (if any) or any other person appointed to perform the duties of the secretary of the Charity, including a joint, assistant or deputy secretary,

Subsidiary has the meaning given in section 1159 of the Companies Act 2006,

Thamesmead means Thamesmead and the surrounding district as determined by the board of Trustees from time to time, and

Trustee and Trustees means each person appointed pursuant to Article 11, who shall also be a director as defined in the Companies Acts

2 In these Articles

2 1 unless the context otherwise requires, words or expressions contained in the Articles bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles became binding on the Charity,

2 2 subject to paragraph 2 1 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it