

The Companies Act 2006

Charity Limited by Guarantee
(with no share capital)

ARTICLES OF ASSOCIATION

of

THE LONDON COMMUNITY FOUNDATION

*Incorporated: 27 February 2002
Registered Charity Number: 1091263
Registered Company Number: 04383269*

Adopted by Special Resolution on: 24 January 2022

1. Interpretation provisions in Article 48 apply in these Articles.

Name and Registered Office

2. The name of the charitable company is The London Community Foundation.
3. The Charity's registered office is in England.

Charitable Objects

4. The Charity's Objects are:
 - 4.1. the promotion of any charitable purposes for the benefit of the community in the Area of Benefit and in particular the advancement of education, the protection of good health, both mental and physical, the relief of poverty and sickness and the provision, in the interests of social welfare, of facilities for recreation, or other leisure time occupation, with the object of improving the conditions of life of persons for whom the opportunities and facilities are primarily intended; and
 - 4.2. other exclusively charitable purposes in the United Kingdom and elsewhere with a preference for those which are, in the opinion of the Trustees, beneficial to the Area of Benefit.

For the purposes of these Articles the Area of Benefit means the London Boroughs and City of London.

Powers

5. To promote the Objects, but not for any other purpose, the Charity may:
 - 5.1. undertake, or promote, any education and training, or arrange and provide for any meetings, courses, seminars, exhibitions and other events;
 - 5.2. use any form of media and communication;
 - 5.3. undertake, or support, research and make the useful results publicly available;
 - 5.4. make grants, or loans, or give guarantees, or otherwise provide support;
 - 5.5. enter into contracts and provide services;
 - 5.6. provide, or procure the provision of counselling and guidance;

- 5.7. purchase, acquire, hold and develop any property, assets and rights and (subject to charity law requirements) to dispose of, or otherwise deal with, any such property, assets, or rights;
- 5.8. (subject to charity law requirements) borrow and secure, or discharge, any debt, or obligation, of the Charity;
- 5.9. (subject to charity law requirements) raise funds, providing that the Charity shall not undertake any permanent trading activities (subject to Article 5.10);
- 5.10. carry on primary purpose trading to pursue and temporary trade ancillary to its Objects and incorporate any subsidiary company to carry on any trade;
- 5.11. subject to Article 6, employ staff and engage consultants, advisers and agents and to make provision for the payment of pensions to, or on behalf, of employees and former employees and their dependants and to provide life, health, accident and other insurances and other benefits (pecuniary or otherwise) to, or for the benefit of, employees;
- 5.12. establish any charity, or support any charitable purpose;
- 5.13. subscribe to, support, affiliate with, become a corporate trustee, or member of, amalgamate with, or co-operate with, any other charity, the objects of which are wholly, or in part, similar to those of the Charity;
- 5.14. set aside funds for particular purposes, or as reserves against future expenditure;
- 5.15. guarantee and become or give security for the performance of any contract;
- 5.16. use any financial instruments and operate bank accounts;
- 5.17. invest the funds of the Charity not immediately required for its Objects in or upon such investments, securities, or property, as the Trustees reasonably and prudently consider appropriate;
- 5.18. delegate the management of investments to a financial expert, but only on terms that:
 - 5.18.1. the investment policy is set down in writing for the financial expert by the Trustees;
 - 5.18.2. as appropriate, transactions are reported promptly to the Trustees;
 - 5.18.3. performance of the investments is reviewed regularly with the Trustees;
 - 5.18.4. the Trustees are entitled to cancel the delegation arrangements at any time;
 - 5.18.5. the Investment Policy and the delegation arrangement are reviewed at least once a year;
 - 5.18.6. all payments due to the financial expert are in accordance with prior reasonable agreement and as far as applicable promptly reported to the Trustees;
 - 5.18.7. the financial expert must not act outside the powers of the Trustees.
- 5.19. arrange for investments, or other property of the Charity, to be held in the name of a corporate nominee in England and Wales, under the control of the Trustees;
- 5.20. in accordance with Section 189 of the Charities Act 2011, provide indemnity insurance to cover the liability of the Trustees, or any other officer of the Charity, 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; provided that any such insurance shall not extend to any claim arising from any act, or omission, which the Trustees, or other officers, in reckless disregard of whether it was a breach of trust, or breach of duty, or not and

provided that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Trustees, or other officers, in their capacity as trustees, or officers, of the Charity;

- 5.21. insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 5.22. co-operate with other charities, organisations and statutory authorities and to exchange information and advice with them;
- 5.23. purchase, or otherwise acquire and undertake all, or part of, the property, assets, liabilities and engagements, of any organisation;
- 5.24. engage with public policy matters, but not for any political purpose;
- 5.25. to do all such other lawful and charitable things as shall further the Objects.
- 6. The income and property of the Charity shall be applied solely towards the promotion of the Objects. No part shall be paid, or transferred, directly, or indirectly to the Members and no Trustee shall be appointed to any office of the Charity, paid by salary, or fees, or receive any remuneration or other benefit in money or money's worth from the Charity, provided that nothing shall prevent any payment in good faith by the Charity:
 - 6.1. of reasonable and proper remuneration to employees of the Charity (not being a Trustee), for any services rendered to the Charity and of reasonable travelling and other out of pocket expenses necessarily incurred in carrying out the duties of any Member, officer, or employee of the Charity;
 - 6.2. of interest at a reasonable rate on money lent to the Charity;
 - 6.3. of reasonable and proper rent for premises let to the Charity;
 - 6.4. of fees, or other benefits, to any company of which a Trustee, or Member, is also a member holding not more than 1/100th part of the issued share capital of that company;
 - 6.5. of reasonable payment for services or goods provided by a Trustee if:
 - 6.5.1. the services, or goods, are required by the Charity, the Trustees reasonably judge the Trustee to be the best provider of the required services, or goods, in the best interests of the Charity and the provision is in accordance with a reasonable written agreement with the Charity;
 - 6.5.2. no more than a minority of Trustees are subject to such an agreement in any financial year; and
 - 6.5.3. all decisions of the Trustees in relation to any such agreement are made in accordance with full formal conflict of interest management procedures;
 - 6.6. to any Trustee of reasonable out-of-pocket expenses;
 - 6.7. of the usual professional charges for business done by any Trustee who is a solicitor, accountant, or other person engaged in a profession, or by any partner of his/hers, when instructed by the Charity to act in a professional capacity on its behalf; except that at no time shall a majority of the Trustees, or Members, benefit under this provision and provided that a Trustee, or Member, shall withdraw from any meeting at which his/her appointment, or remuneration, or that of his/her partner is under discussion;
 - 6.8. the payment of any premium in respect of any indemnity insurance to cover the liability of the Trustees (or any Trustee), 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; provided that any such insurance shall not extend to any claim arising from any act, or omission, which the Trustees (or any Trustee) knew to be a breach of trust, or breach of duty, or which was committed by the Trustees (or any Trustee) in reckless disregard of whether it was a breach of trust, or breach of duty, or not; and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Trustees (or any Trustee) in their (or his/her) capacity as the Trustees (or a Trustee) of the Charity; and

- 6.9. in exceptional cases, other payments, or benefits with the written approval of the Charity Commission in advance.
7. The liability of the Members is limited
8. Every Member undertakes to contribute such amount as may be required (not exceeding £1) to the Charity's assets, if it should be wound up while he/she is a Member, or within one year after he/she ceases to be a Member for:
 - 8.1. payment of the debts and liabilities of the Charity contracted before he/she ceased to be a Member;
 - 8.2. the costs charges and expenses of winding-up; and
 - 8.3. the adjustment of the rights of the contributories among themselves.
9. Upon the winding-up or dissolution of the Charity, if any property remains after the satisfaction of all the Charity's debts and liabilities have been satisfied, it shall not be paid to, or distributed among the Members. It shall be given, or transferred, to some other charitable institution(s), having objects similar to the Objects and which prohibit the distribution of its/their income and property among its/their members to an extent at least as great as is imposed on the Charity under or by virtue of Article 6. Such charitable institutions(s) to be determined by the Trustees, at, or before, the time of winding-up, or dissolution.

Company Membership

10. The Members shall automatically be the Trustees for the time being
11. The Charity shall not hold AGMs. It may convene EGMs in accordance with the notice provisions for calling Trustee Meetings, or Members' resolutions may be passed as Written Resolutions.
12. An EGM quorum shall be the same as the quorum for Trustee Meetings.
13. The Chair of Trustees shall be the chair of any EGM.
14. Members each have one vote on Members' resolutions. In the event of equality of votes the chair shall have a second, casting vote.
15. A resolution in writing, signed by a 75% majority of the Members in respect of which written notice has been circulated to all Members and upon which all Members have had a reasonable opportunity to communicate their views prior to confirmation of the decision, shall be as valid and effectual as if it had been passed at a meeting of the Members duly convened and held.
16. A Written Resolution may consist of more than one document in the like form each signed by one or more than one person.
17. The Chair, or another Trustee appointed for the purpose, shall preside over the process for circulating a proposed Written Resolution, determining how Members may communicate their views and determining, notifying and minuting the outcome of the proposed resolution.

Powers and Duties of Trustees

18. Subject to the Act and these Articles, the Charity shall be managed by the Trustees, who may exercise all the powers of the Charity. No alteration of these Articles shall invalidate any prior act of the Trustees, which would have been valid if that alteration had not been made. A meeting of the Trustees at which a quorum is present may exercise all the powers of the Trustees.
19. Subject to these Articles the Trustees, may make procedural rules to support the effective operation of the Charity.

Appointment and Retirement of Trustees

20. The number of Trustees shall not be less than six, or more than 18, subject to any resolution of the Trustees, provided the minimum number shall be three.
21. New Trustees shall be appointed by resolution of the existing Trustees, passed on the basis that the individual:
 - 21.1. has a skill set which complements those of the existing Trustees;
 - 21.2. indicates an appropriate interest in and understanding of the purpose, ethos, mission and work of the Charity;
 - 21.3. has a private and/or professional persona which compliments the identity of the Charity and is likely to benefit the Charity;
 - 21.4. has had a mutually satisfactory introduction to the existing Trustees and the Charity's operations;
 - 21.5. is familiar with the duties and responsibilities of charity trustees and has provided the information required to be publicly registered as a Trustee.
22. New Trustees shall be appointed for an initial term of the period from their appointment to the next 31 December, plus three years and may be re-appointed for a second and third term of three years.
23. After three consecutive terms under Article 20, a Trustee will step-down and not be re-appointed for further terms, except that s/he may be re-appointed by a resolution of at least 75% of all the Trustees, continuing in office, for one further, continuous period, of up to a maximum of 1 year.
24. The following transitional provisions shall apply to Trustees in office at the adoption of Articles 22 and 23:
 - 24.1. such Trustees appointed in 2013 shall be deemed to complete three consecutive terms on 31 December 2022;
 - 24.2. such Trustees appointed in 2017, shall be eligible for re-appointment on 31 December 2023 and shall be deemed to complete three consecutive terms on 31 December 2026;
 - 24.3. such Trustees appointed in 2019, shall be eligible for re-appointment on 31 December 2022 and 31 December 2025 and shall be deemed to complete three consecutive terms on 31 December 2028;
 - 24.4. such Trustees appointed in 2020, shall be eligible for re-appointment on 31 December 2023 and 31 December 2026 and shall be deemed to complete three consecutive terms on 31 December 2029.

Vacation of office of a Trustee

- 25.** The office of a Trustee (as Trustee and Member) shall be vacated if s/he.
- 25.1. resigns by notice in writing to the Charity, provided at least a possible quorum of Trustees will remain in office;
 - 25.2. absents him/herself from the meetings of the Trustees during a continuous period of nine months without leave of absence from the Trustees and the Trustees pass a resolution to terminate his/her office for that reason;
 - 25.3. is reasonably understood by the Trustees to be suffering from a mental disorder inconsistent with serving effectively as a Trustee and the Trustees pass a resolution to terminate his/her office for that reason
 - 25.4. becomes bankrupt or makes any arrangement or composition with his/her creditors.
 - 25.5. ceases to hold office by virtue of any provision of the Act or is otherwise prohibited by law from holding office;
 - 25.6. has been convicted of any offence involving dishonesty or deception;
 - 25.7. is removed from office by a resolution of the Trustees, passed at a meeting of the Trustees, at which at least half of the Trustees (and if higher a quorum) is present. Such a resolution shall not be passed unless the Trustee has been given at least 14 Clear Days' notice in writing that the resolution is to be proposed, specifying the circumstances alleged to justify removal of office and has been afforded a reasonable opportunity of being heard by, or of making written representations to the Trustees.

Proceedings of Trustees

- 26.** The Trustees may regulate their meetings as they think fit (including by arranging meetings and/or attendance at meetings, through visual and audio communication). The quorum for Trustees meetings shall be 50% of the number of Trustees, rounded up, subject to a minimum quorum of 3. Questions arising at any meeting shall be decided by a majority of votes of Trustees in attendance. In the event of an equality of votes the Chair shall have a second, casting vote.
- 27.** Trustees meetings may be conducted in whole, or part, by video, or telephone conference, allowing all participants to communicate.
- 28.** The Chair, or the company secretary, may and on the request of two Trustees shall, promptly call a meeting of the Trustees, for a reasonable time, (subject to urgency) on at least 7 Clear Days' written notice, specifying the general nature of business to be considered.
- 29.** If the number of Trustees is less than the specified minimum, the Trustee(s) have authority only to increase the number of Trustees to such minimum.
- 30.** The Trustees may from time to time elect, from the Trustees, a Chair and determine for what period each s/he is to hold office and may remove the Chair from office. The Chair shall preside at all meetings of the Trustees and any EGM. If s/he is unable, or unwilling, to act, or is not present within five minutes after the time appointed for the meeting the Trustees present shall choose one of their number to be chair of the meeting. A Chair elected without any specification of the period for which s/he is to hold office shall be deemed to have been elected for a term of three years (provided s/he shall remain a Trustee). A retiring Chair may be re-elected.
- 31.** The Trustees may appoint and make delegations to one or more sub-committees, on such terms of reference (including in relation to financial matters) and comprising such Trustees and/or other persons as they designate, on the following conditions:

- 31.1. the decisions and minutes of any such sub-committee shall be fully and promptly reported to the Trustees and for that purpose each sub-committee shall appoint a secretary;
- 31.2. all such delegations shall be revocable at any time;
- 31.3. sub-committees may only commit expenditure on behalf of the Charity in accordance with a budget approved by the Trustees;
- 31.4. subject to the direction of Trustees, as far as applicable, sub-committee proceedings shall follow provisions applicable to Trustees.
- 32. The Trustees may, by power of attorney, or otherwise, appoint any person to be an agent of the Charity for such purposes and on such conditions as they determine. All acts of any such agent shall be fully and promptly reported to the Trustees.
- 33. All acts bona fide done by any meeting of the Trustees or of any committee of the Trustees or by any person acting as a Trustee shall, notwithstanding it be afterwards discovered that there was some inadvertent defect in the status of any Trustee or such person, be deemed valid, as if there were no such defect.
- 34. The Trustees shall cause proper minutes to be maintained by the Charity.
 - 34.1. of all appointments of Trustees and other officers; and
 - 34.2. persons present at each meeting of the Trustees and of any committee and;
 - 34.3. of all resolutions and material proceedings at all Trustee and committee meetings and EGMs.

and any minutes purporting to be signed by the chair of that meeting or the next succeeding meeting shall be sufficient evidence without further proof of the facts therein stated.

Written Resolutions of Trustees

- 35. A resolution in writing, signed by a 75% majority of the Trustees in respect of which written notice has been circulated to all Trustees and upon which all Trustees have had a reasonable opportunity to communicate their views prior to confirmation of the decision, shall be as valid and effectual as if it had been passed at a meeting of the Trustees duly convened and held.
- 36. A Written Resolution may consist of more than one document in the like form each signed by one or more than one person.
- 37. The Chair, or another Trustee appointed for the purpose, shall preside over the process for circulating a proposed Written Resolution, determining how Trustees may communicate their views and determining, notifying and minuting the outcome of the proposed resolution.

Potential Conflict of Interest/Loyalty Management

- 38. Any Trustee with a potential personal conflict of interest, or a potential conflict of loyalty, in relation to any prospective decision of the Charity, shall declare it to the Trustees and the Trustees shall keep a register of such potential conflicts.
- 39. Where a Trustee has a material, potential conflict in relation to any decision of the Charity (subject to Article 40), s/he:
 - 39.1. not participate in any discussion of the decision (though s/he may provide information to inform the discussion) and leave a meeting for the duration of any such discussion; and
 - 39.2. not have any vote, or count towards the quorum, in respect of the decision.

40. The Trustees (other than the Trustee with a potential conflict) may determine whether any potential conflict, is a material, potential conflict, for the purposes of Article 39.
41. The Trustees may adopt further provisions to assist with the management of potential conflict of interest, as they consider appropriate.

Company Secretary

42. The Trustees may appoint a company secretary on such terms as they think fit, or shall otherwise ensure company secretarial functions are fulfilled

Records and Accounts

43. Records and accounts and records shall be prepared and maintained, and annual accounts, reports and returns shall be filed with Companies House and the Charity Commission in accordance with applicable legal requirements.

Notices

44. Each Trustee shall provide a current email address for the purposes of receiving notices and other communications from the Charity.
45. A technical defect in the giving of a notice, of which the Trustees were unaware at the time, does not invalidate decisions taken at a meeting.

Trustees' Indemnity

46. Each Trustee, or other officer of the Charity shall be entitled to be indemnified against all costs, charges, losses, expenses and liabilities incurred by him/her in the proper execution and discharge of his/her duties.

Amendment to the Articles

47. These Articles may be amended by a Members' Special Resolution, in accordance with the Act. Such a requires at least a 75% majority vote in a quorate Members' meeting, or a Written Resolution signed by at least 75% of the Members.

Interpretation

48. In these Articles the words below have the corresponding definitions.

Words	Meanings
<i>Act</i>	<i>The Companies Act 2006 (as amended/superseded from time to time)</i>
<i>Articles</i>	<i>these Articles of Association</i>
<i>Chair</i>	<i>the chair of the Trustees as defined in Article 30</i>
<i>Charity</i>	<i>The London Community Foundation (Registered Charity Number: 1091263; Registered Company Number 04383269)</i>
<i>Clear Days</i>	<i>In relation to a notice, the period excluding the day it was properly given and the day on which it takes effect</i>

<i>EGM</i>	<i>a particularly convened extraordinary general meeting of the company members</i>
<i>Member(s)</i>	<i>a company member/the company members of the Charity for the purposes of the Act</i>
<i>Objects</i>	<i>the charitable objects of the Charity set-out in Article 4</i>
<i>Trustee(s)</i>	<i>a charity trustee/the charity trustees of the Charity for charity law purposes and a company/the company directors of the Charity for the purposes of the Act</i>
<i>in writing</i>	<i>writing in any visible form, including email</i>
<i>Written Resolution</i>	<i>a valid resolution in writing executed by or on behalf of each person entitled to vote upon it if it had been proposed at a meeting at which s/he was present</i>

The singular shall include the plural and vice versa Words importing the masculine shall include the feminine and vice versa. Words importing persons shall include corporations.

Definitions in the Act shall apply to the extent consistent with the context.

The Companies Act 2006

Charity Limited by Guarantee
(with no share capital)

MEMORANDUM OF ASSOCIATION

of

THE LONDON COMMUNITY FOUNDATION

*Incorporated: 27 February 2002
Registered Charity Number: 1091263
Registered Company Number: 04383269*

*Amended as a consequence of Special Resolution amending the Company's Articles of Association
on: 20 November 2012*

We the subscribers to this Memorandum of Association wish to be formed into a company pursuant to this Memorandum

Signatures, Names and Addresses of Subscribers

Signature of: **Joseph Colin Roberts**

Address: 21 Turney Road, London SE21 7JB

Witness Signature of: Simon V Read

Witness Address: 1 Hillside Cottage, Newton Common, Newbury, Bucks RE20 9DA

Witness Occupation: Regional Manager

Signature of: **Donald Gordon Williamson**

Address: 25 Christchurch Road, London SW14 7AB

Witness Signature of: Ben Saunders

Witness Address: 63A Sidney Road, Twickenham, Middlesex TW1 1JR

Witness Occupation: Project Manager

Signature of: **Crawford Lindsay**

Address: 5 Burbage Road, London SE24 9HJ

Witness Signature of: N. Martin

Witness Address: Nashenden Farmhouse, Nashenden Farm Lane, Kent ME1 3QT

Witness Occupation: Civil Servant