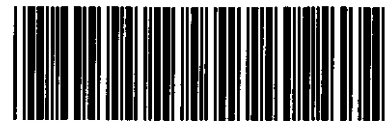


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Duncairn Community Partnership Limited

MONDAY



JNI *J8117XVN* #25
11/03/2019
COMPANIES HOUSE

Memorandum of Association - Articles of Association

1 NAME

The name of the Company shall be the Duncairn Community Partnership Limited (hereinafter called 'the Company')

2 OBJECTS

2.1 The objects of the Company shall be:

To promote the benefit of the inhabitants of the Lower North Belfast Area (hereinafter described as the 'area of benefit') without distinction of age, gender, race, political, religious or other opinion, by association with statutory authorities, voluntary organisations and inhabitants in a common effort to advance education and to provide (or assist in providing) facilities in the interests of social welfare, for health, recreation and leisure time occupation, with the object of improving the conditions of life for the said inhabitants.

2.2 In furtherance of the above objects, but not further or otherwise, the Company may:

2.2.1 Develop, support and promote community initiatives that contribute towards making North Belfast a safe place for everyone.

2.2.2 Develop, support and promote reconciliation through initiatives that:

Positively address the legacies of the past;
Facilitate better understandings of one another;
Enhance relationship and partnership-building processes.

2.2.3 Establish, maintain and equip or assist in the establishment, maintenance and equipment of premises and facilities designed to carry out the objects of the Company;

2.2.4 Obtain, collect and receive money by way of grants, donations, bequests, legacies or other lawful method, provided that the Company shall not undertake any substantial permanent trading activities and shall conform to any relevant requirements of the law;

2.2.5 Purchase, take on lease, or in exchange hire or otherwise acquire any real or personal property and any rights and privileges necessary for the promotion of the above objects and construct, maintain and alter any buildings which the Company may think necessary for the promotion of its objects;

2.2.6 Make any regulations for any property which may be so acquired;

2.2.7 Subject to any consents that may be required by law, sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company with a view to the furtherance of its objects;

2.2.8 Subject to any consents that may be required by law, receive money on deposit or loan and borrow or raise money in such a manner as the Company shall think fit and to charge all or any part of the property of the Company with repayment of money so borrowed;

- 2.2.9 Invest the monies of the Company not immediately required for the furtherance of the said objects in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) as may from the time being be imposed or required by law;
- 2.2.10 Recruit and train volunteers with relevant skills to carry out the objects of the Company;
- 2.2.11 Employ and pay any person to supervise, organise and carry out the work of the Company and make all necessary and reasonable provision for the payment of remuneration of employees;
- 2.2.12 Promote and facilitate co-operation in the achievement of the above objects and to that end to work with statutory agencies and voluntary organisations engaged in the furtherance of the above objects in the area of benefit;
- 2.2.13 Establish, join, seek affiliation to or support any charitable trusts, groups or institutions formed for all or any of the above objects;
- 2.2.14 Do all other such lawful things as may be necessary for the attainment of the above objects or any of them.
- 2.2.15 To promote peace, reconciliation and mutual respect through support for the PSNI and respecting the rule of law

3 MEMBERSHIP

- 3.1 Membership of the Company shall be drawn from amongst the current partnership groups: North Belfast Community Development & Transition Company, Intercomm; Groundwork NI; Star Neighbourhood Centre; Newington Residents Association; Tigers Bay & Mountcollyer Concerned Residents Group and North Belfast Interface Network
- 3.2 Each partnership group can appoint up to two Board Members who shall have the right to attend all meetings of the company including Annual and Special General Meetings.
- 3.3 Every partnership group must be committed to supporting and delivering positive Community Relations and peace building work.
- 3.4 Every partnership group must be committed to respecting the rule of law and co-operating with the PSNI in furtherance of the partnerships objectives

4 MANAGEMENT

- 4.1 Except as provided otherwise in this articles of understanding, the policy and general management of the affairs of the Company shall be directed by the Board of Directors. The Board shall consist of up to 14 members appointed at the Annual General Meeting, plus co-opted individuals.
- 4.5 Elected party political representatives may not be appointed or co-opted to the Company.

- 4.6 The Board will have the power to co-opt individuals who, in the opinion of the Board, have special knowledge or experience. Co-options will be put forward in equal numbers, agreed through consensus within the committee.
- 4.7 Any changes to the Board make-up will be reached through consensus within the Board.
- 4.8 The Board will meet no less than four times per year.
- 4.9 In the event of any member resigning or otherwise leaving the partnership group s/he represents, s/he will forthwith cease to be a member of the Board.
- 4.10 A Chairperson, one Secretary and a Treasurer shall be the Honorary Officers of the Company and shall be elected annually by and from the members of the Committee at the first meeting following the Annual General Meeting.
- 4.11 The office of the Chairperson shall not be held by any one person for more than three consecutive years.
- 4.12 Any member of the Board who fails to attend three consecutive Committee meetings without reasonable cause shall lose his/her place on the Board, which may then be filled by co-option.
- 4.13 Any co-opted Board members must stand down before the next Annual General Meeting and may be co-opted again to serve on the Committee following the Annual General Meeting.

5 FUNCTIONS OF THE COMMITTEE

- 5.1 The Board shall make such regulations as they consider appropriate for the efficient conduct of the business of the Company.
- 5.2 The Board shall appoint such staff as they consider necessary on such terms and conditions as they may determine.
- 5.3 The Board may appoint such sub-committees, advisory groups or working parties of their own members and other persons as they may from time to time deem necessary for the carrying out of their work, and may determine their terms of reference, powers, duration and composition. All such sub-committees shall make regular reports on their work to the Board.
- 5.4 The proceedings of the Board shall not be invalidated by any failure to elect or any defect in the election, appointment, co-options or qualification of any member.

6 CHAIRING MEETINGS

- 6.1 All meetings of the Company or of the Committee or of any of its sub-committees shall, whenever possible be presided over by the Chairperson. If the Chairperson is unavailable, those present may elect one of their number to take the Chair.

7 FINANCE

- 7.1** All monies raised by or on behalf of the Company shall be applied to further the objects of the Company and for no other purpose provided that nothing herein contained shall prevent the payment of legitimate out of pocket expenses to members of the Company engaged upon approved business of the Company.
- 7.2** The Honorary Treasurer shall keep proper accounts of the finances of the Company.
- 7.3** The financial year of the Company shall run from 1 January to 31 December.
- 7.4** An auditor will be appointed after the inaugural meeting of the Board and subsequently appointed at each Annual General Meeting who shall audit the accounts at least once per year.
- 7.5** The audited statement of accounts for the last financial year shall be submitted by the Committee to the Annual General Meeting.
- 7.6** A bank account shall be opened in the name of the Company. The Board shall authorise in writing the Honorary Treasurer and up to three members of the Committee to sign cheques on behalf of the Company. The Committee may also authorise an employee of the Company to sign cheques; such cheques must be countersigned and witnessed by at least one officer of the Company. All cheques shall be signed by not less than two signatories of the account.

8 ANNUAL GENERAL MEETING

- 8.1** The first Annual General Meeting of the Company shall be held not later than the thirty first of March 2016 and in each year thereafter an Annual General Meeting of the Company will be held at such place and time (not being more than fifteen months after the holding of the preceding Annual General Meeting) as the Committee shall determine.
- 8.2** At such Annual General Meeting the business shall include the following:
 - 8.2.1** The appointment of members to serve on the Board;
 - 8.2.2** The appointment of an auditor or auditors or an accountant or any independent person to audit or examine the annual accounts;
 - 8.2.3** The consideration of an Annual Report of the work done by or under the auspices of the Board;
 - 8.2.4** The consideration of the annual accounts;
 - 8.2.5** The transaction of other such matters as may from time to time be considered necessary.

9 SPECIAL GENERAL MEETINGS

The Board may at any time at its discretion and shall upon a written requisition giving reasons for the request from not less than 10 members, call a Special General Meeting

of the Company for the purpose of altering the memorandum of association in accordance with Clause 14 hereof or of considering any matter which may be referred to them by the Board for any other purpose.

10 LENGTH OF NOTICE

An Annual General Meeting or Special General Meeting of the Company shall be called by at least 14 days notice in writing.

11 CONTENTS OF NOTICE

Every notice calling a General Meeting shall specify the place, the day and the hour of the meeting. In the case of an Annual General Meeting the notice shall specify the meeting as such. If a Special Resolution or Constitutional amendment is to be proposed the notice shall contain a statement to that effect. If any other business other than routine business is to be transacted at an Annual General Meeting the notice shall specify the general nature of that business.

12 SERVICES OF NOTICE

Notice of General Meetings shall be given to every member and to the auditors of the Company either personally or by 1st class post at any address given by him or her for that purpose.

13 RULES OF PROCEDURE AT ALL MEETINGS

13.1 Decision-making

All questions arising at any Committee or sub-committee meeting shall be decided by a consensus of those present, i.e. each decision reached must have the agreement of all present.

13.2 Minutes

Minutes shall be kept by the Board and all other sub-committees and the appropriate Secretary shall keep a record of all proceedings and resolutions.

13.3 Quorum

The quorum at General Meetings of the Company shall be 10 people and at meetings of the Board shall be a half plus one of the current committee memberships (one of whom must be an Office bearer) or such other number as the Board may from time to time determine.

13.4 Standing Orders

The Board shall have the power to adopt and issue Standing Orders and/or rules of the Company. Such Standing Orders and/or rules shall come into operation immediately provided always that they shall be subject to review by the Company in General Meetings and shall not be inconsistent with the Constitution.

14 ALTERATIONS TO THE MEMORANDUM OF ASSOCIATION - ARTICLES OF ASSOCIATION

14.1 Any alterations must be reached through consensus within the Company.

- 14.2 At least 14 clear days notice in writing of the meeting setting forth terms of the alteration to be proposed shall be sent by the Honorary Secretary to each member of the Company provided further that no alteration shall be made which would cause the Company to cease to be a charity at law.

15 DISSOLUTION

- 15.1 If the Committee decide at any time that on the grounds of expense or otherwise it is necessary or advisable to dissolve the Company, they shall call a meeting of all members of the Company, giving not less than 21 days notice and stating the terms of the resolution to be proposed.
- 15.2 If such a decision shall be confirmed at such meeting the Committee shall have power to dispose of any assets held by or in the name of the Company.
- 15.3 Any assets remaining after the satisfaction of any proper debts and liabilities shall be given or transferred to such other charitable institution or institutions having objectives similar to the objectives of the Company as the Committee shall decide.

16 INDEMNITY

The Company shall indemnify and keep indemnified every Officer, member, volunteer and employee of the Company from and against all claims, demands, actions and proceedings (and all costs and expenses in connection therewith or arising therefrom) made or brought against the Company in connection with its activities, the action of its Officers, members, volunteers or employees, or in connection with its property and equipment, but this indemnity shall not extend to liabilities arising from wilful and individual fraud, wrongdoing or wrongful omission on the part of the Officer, member, volunteer or employee sought to be made liable. The Honorary Treasurer shall effect a policy of insurance in respect of this indemnity.