

## MEMORANDUM OF ASSOCIATION OF MOSELEY COMMUNITY DEVELOPMENT TRUST

### 1 NAME

The name of the Company is Moseley Community Development Trust.

### 2 REGISTERED OFFICE

The Registered Office of the Company will be situated in England.

### 3 OBJECTS

3.1 The Company's objects are for the benefit of the community in Moseley:-

#### **Employment and Enterprise**

3.1.1 to relieve unemployment in such ways as may be thought fit, including assisting people to find employment, providing employment opportunities, or providing unemployed people with work experience;

3.1.2 to provide or assist in providing financial assistance, technical assistance or business advice or consultancy in order to provide training and employment opportunities for unemployed people in cases of financial or other charitable need through help:-

3.1.2.1 in setting up their own business; or

3.1.2.2 to existing businesses;

#### **Environment**

3.1.3 to promote the conservation, protection and improvement of the physical and natural environment and access to open space;

#### **Voluntary Sector**

3.1.4 to provide assistance and support to voluntary groups;

### **Health**

3.1.5 to provide or assist in providing facilities, services or assistance to persons who are aged, who have mental or physical disabilities or who are chronically sick;

3.1.6 to promote good health and the relief of sickness;

### **Community Development**

to provide or improve or to assist in providing or improving community, social, recreational and leisure time facilities and in particular for those who need those facilities because of their youth, age, infirmity, disability, poverty or social and economic circumstances;

3.1.7 to promote the elimination of social exclusion and discrimination;

3.1.8 to promote good community relations;

3.1.9 to promote the celebration of diversity;

### **Education and Training**

3.1.10 to advance education;

3.1.11 to provide or assist in providing and improving access to training and associated facilities;

3.1.12 to advance the education of the public by the promotion of arts and culture;

### **Other**

3.1.13 to promote any other charitable purpose.

## **3.2 Equal Opportunities**

In the furtherance of the Objects the Company shall at all times take into consideration the principles of equality of opportunity irrespective of age, gender, race, colour, nationality, ethnic origin, religion, sexual orientation or disability.

## **4 POWERS**

The Company may do anything that a natural or corporate person can lawfully do which is not expressly prohibited by the Memorandum in order to further the Objects (but not otherwise) and in particular it has powers:-

#### **Staff and Volunteers**

- 4.1 to employ staff or engage consultants and advisers on such terms as the Board thinks fit and to provide pensions to staff, their relatives and dependants;
- 4.2 to recruit or assist in recruiting and managing voluntary workers;

#### **Property**

- 4.3 to purchase, lease, exchange, hire or otherwise acquire any real or personal property rights or privileges (including shared or contingent interests);
- 4.4 to construct, alter, improve, convert, maintain, equip, furnish and/or demolish any buildings, structures or property;
- 4.5 to sell, lease, licence, exchange, dispose of or otherwise deal with property (subject to the restrictions in the Charities Act 1993);
- 4.6 to provide accommodation for any other organisation on such terms as the Board decides (including rent free or at nominal or non-commercial rents);

#### **Borrowing**

- 4.7 to borrow and give security for loans;

#### **Grants and Loans**

- 4.8 to make grants, donations or loans, to give guarantees and to give security for those guarantees (subject to the restrictions in the Charities Act 1993);

#### **Fund Raising**

- 4.9 to raise funds, to invite and receive contributions;

#### **Trading**

- 4.10 to trade in the course of carrying out the Objects and to charge for services;

#### **Publicity**

4.11 to hold, conduct or promote meetings, conferences, lectures, exhibitions or training courses and to disseminate information to publicise the work of the Company and other organisations operating in similar fields ;

4.12 to promote or carry out research and publish the results of it;

### **Contracts**

4.13 to co-operate with and enter into contracts with any person;

### **Bank or building society accounts**

4.14 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank or building society accounts in the name of the Company;

### **Investments**

4.15 to invest the money of the Company in any investments, shares, securities or property (real or personal) of any nature (including investments involving liability and those not producing income) and in any location that the Board decides;

4.16 to delegate to an investment manager power at his/her discretion to buy and sell investments for the Company in accordance with the investment policy laid down by the Board but only on the basis:-

4.16.1 that the investment manager is a person who the Board is satisfied after inquiry is a proper and competent person to act in that capacity and who is either:-

- .1 an individual of repute with at least fifteen years' experience of investment management who is an authorised person within the meaning of the Financial Services Act 1986; or
- .2 a company or firm of repute which is an authorised or exempted person within the meaning of the Financial Services Act 1986 otherwise than by virtue of Section 45(1)(j);

4.16.2 that the Board:-

- .1 informs the investment manager in writing of the extent of the Company's investment powers;

- .2 lays down a detailed investment policy for the Company and immediately informs the investment manager in writing of it and of any changes to it;
- .3 ensures that the terms of the delegated authority are clearly set out in writing and notified to the investment manager;
- .4 ensures that it is kept informed of, and reviews on a regular basis, the performance of its investment portfolio managed by the investment manager and the exercise by him/her of his/her delegated authority;
- .5 takes all reasonable care to ensure that the investment manager complies with the terms of the delegated authority;
- .6 reviews the appointment at such intervals not exceeding 24 months as it thinks fit; and
- .7 pays such reasonable and proper remuneration to the investment manager including commission, fees and/or expenses earned by the investment manager but only to the extent that they are disclosed to the Board and agrees such proper terms as to notice and other matters as the Board decides and as are consistent with the terms of this clause.

4.16.3 that the agreement with the investment manager:-

- .1 requires the investment manager to comply with the terms of his/her delegated authority;
- .2 requires the investment manager not to do anything which the Company does not have the power to do;
- .3 allows the Board with reasonable notice to revoke the delegation or vary any of its terms in a way which is consistent with the terms contained in this Clause; and
- .4 allows the Board to give directions to the investment manager as to the manner in which he/she is to report to it all sales and purchases of investments made on its behalf.

4.17 to make such arrangements as the Board think fit for any investments of the Company or income from those investments to be held by a corporate body

which is incorporated in England and Wales (or which has established a branch or a place of business in England or Wales) as the Company's nominee and to pay reasonable and proper remuneration to that corporate body;

### **Insurance**

- 4.17 to insure the assets of the Company to such amount and on such terms as the Board decides, to pay premiums out of income or capital and to use any insurance proceeds as the Board decides (without necessarily having to restore the asset);
- 4.18 to insure and to indemnify its employees and voluntary workers from and against all risks incurred in the proper performance of their duties;
- 4.19 to take out insurance to protect the Company and those who use premises owned by or let or hired to the Company;
- 4.20 to take out indemnity insurance to cover the liability of the Directors and officers of the Company who are not Directors for negligence, default, breach of duty or breach of trust in relation to the Company but this insurance may not extend to:
  - 4.20.1 any claim arising from any act or omission which a Director or officer knew was a breach of duty or breach of trust or which was committed by a Director or officer in reckless disregard of whether it was a breach of duty or breach of trust or not; or
  - 4.20.2 the costs of an unsuccessful defence to a criminal prosecution brought against a Director or officer in his/her capacity as a Director or officer of the Company;

### **Other Organisations**

- 4.21 to establish, promote, assist or support (financially or otherwise) any charitable trusts, companies, industrial and provident societies, associations or institutions which have purposes which include any one or more of the Objects or to carry on any other relevant charitable purposes;
- 4.22 to co-operate or join with any charity, voluntary body or public or statutory authority or any other organisation in any location whatsoever in furthering the Objects or allied charitable purposes, to exchange information and advice and to undertake joint activities with them;
- 4.23 to amalgamate with any charity which has objects similar to the Objects;
- 4.24 to undertake and execute any charitable trusts;

4.25 to affiliate, register, subscribe to or join any organisation.

4.26 to act as agent or trustee for any organisation;

#### **Reserves**

4.27 to accumulate income in order to set aside funds for special purposes or as reserves against future expenditure;

#### **Formation expenses**

4.28 to pay the costs of forming the Company and of complying with all relevant registration requirements; and

#### **General**

4.29 to do anything else within the law which promotes or helps to promote the Objects.

### **5 APPLICATION OF FUNDS**

#### **5.1 General**

The income and property of the Company must be applied solely towards promoting the Objects and (except to the extent authorised by this Clause 5):

5.1.1 no part may be paid or transferred directly or indirectly by dividend bonus or profit to a Company Member; and

5.1.2 a Director may not directly or indirectly receive any payment of money or benefit from the Company.

#### **5.2 Benefits to Company Members**

For the avoidance of doubt nothing in Clause 5.1 is to prevent the following payments to Company Members:-

##### **Rent**

5.2.1 payment of reasonable and proper rent for premises let to the Company by a Company Member;

##### **Interest on organisation's loans**

- 5.2.2 payment of reasonable and proper interest on money lent by any Company Member (or other person with the right to appoint Company Members);

#### **Supply of Goods or Services**

- 5.2.3 reasonable payments to a Company Member (or other person with the right to appoint Company Members) in return for goods and/or services supplied to the Company pursuant to a contract; and

#### **Benefits to Company Members**

- 5.2.4 the grant of a benefit to a Company Member who is a Beneficiary in furtherance of the Objects.

### **5.3 Benefits to Directors**

The Company may make the following payments or grant the following benefits to Directors:-

#### **Out of pocket expenses**

- 5.3.1 the reimbursement of reasonable and proper out-of-pocket expenses (including travel and child care costs) actually incurred in enabling them to carry out their duties as Directors;

#### **Indemnity**

- 5.3.2 an indemnity in respect of any liabilities properly incurred in running the Company (including the costs of a successful defence to criminal proceedings);
- 5.3.3 the benefit of indemnity insurance under Clause 4.21;

#### **Fees to companies in which Directors have negligible interests**

- 5.3.4 a payment to a company in which a Director has no more than a 1% shareholding;

#### **Interest and Rent**

- 5.3.5 payment of reasonable and proper interest on money lent by any Director to the Company;

- 5.3.6 a reasonable rent or hiring fee for property let or hired by any Director to the Company;

#### **Professional Fees**

- 5.3.7 the usual professional charges for business done by any Director who is a solicitor, accountant or other professional or by his/her firm when instructed by the Company to act in a professional capacity on its behalf provided that at no time shall a majority of the Directors benefit under this provision and that a Director shall withdraw from any meeting at which his/her appointment or remuneration or that of his/her partner is under discussion;

#### **Beneficiaries**

- 5.3.8 benefits provided in furtherance of the Objects to Directors who are Beneficiaries where those benefits are no different from benefits which are provided to other Beneficiaries; and

#### **Exceptional Circumstances**

- 5.3.9 other payments or benefits (approved in writing in advance by the Charity Commission) in exceptional cases.

#### **5.4 Amendments**

This clause may not be amended without the prior written consent of the Charity Commission.

### **6 LIMIT OF LIABILITY**

The liability of the members is limited.

### **7 GUARANTEE**

Every Company Member promises, if the Company is wound up whilst he/she is a Company Member or within one year after ceasing to be a Company Member, to contribute such amount as is required up to a maximum of £1 towards the costs of winding up the Company and liabilities incurred while the contributor was a Company Member.

## 8 WINDING UP

8.1 If the Company is wound up any property remaining after all its debts and liabilities have been satisfied must be applied to another charitable organisation which has objects similar to the Objects.

8.2 The charitable organisation to which the Company's property is transferred under Clause 8.1 is:-

8.2.1 to be nominated by the Company Members at or before the time of dissolution; and

8.2.2 in default of any nomination under Clause 8.2.1 to be selected by the Charity Commission.

8.3 Subject to Clauses 8.1 and 8.2 any property remaining must be used for other charitable purposes similar to the Objects.

## 9 INTERPRETATION

9.1 Article 1 of the Articles is to apply to the Memorandum in the same way that it applies to the Articles.

Registered No

*Moseley Community Development Trust  
Memorandum and Articles of Association*

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**We, the subscribers to the Memorandum of Association, wish to be formed into a company,  
in pursuance of the Memorandum.**

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<b>Names and Addresses of Subscribers</b>	<b>Category</b>	<b>Signed Witnessed</b>
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**Dated**

**Witness to the above signatures**

# ARTICLES OF ASSOCIATION

## MOSELEY COMMUNITY DEVELOPMENT TRUST

### PART A. INTRODUCTION

#### 10 INTERPRETATION

##### 10.1 In these Articles:

"the Act"	means the Companies Act 1985
"AGM"	means an annual general meeting of the Company
"Appointed Company Member"	means a Company Member who is appointed under Article 4
"Appointed Director"	means a Director who is an Appointed Company Member
"the Articles"	means these Articles of Association of the Company
"Beneficiary"	means a person to whom the Company may grant benefits in the furtherance of the Objects
"the Board"	means the board of Directors of the Company and (where appropriate) includes a Committee and the Directors acting by written resolution
"Board Meeting"	means a meeting of the Board
"Business Day"	means any day other than a Saturday, Sunday or a bank holiday
"the Central Moseley Neighbourhood Forum"	means the Central Moseley Neighbourhood Forum or its successor organisation of ■

"Chair"	means (subject to the context) either the person elected as chair of the Company under Article 29 or where the Chair of the Company is not present or has not taken the chair at a meeting means the person who is chairing a Board Meeting or General Meeting at the time
"clear days"	in relation to a period of notice means the 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
"Committee"	means a Committee of the Board exercising powers delegated to it by the Board
"Community Company Member"	means a person appointed or elected as a Company Member under Article 3
"Community Director"	means a Director who is a Community Company Member
"Companies House"	means the office of the Registrar of Companies
"the Company"	means the charitable company intended to be regulated by the Articles
"Company Member"	means a member for the time being of the Company
"Co-opted Company Member"	means a person appointed as a Company Member under Article 5
"Co-opted Director"	means a Director who is a Co-opted Company Member
"Director"	means any Director of the Company
"EGM"	means an extraordinary general meeting of the Company
"General Meeting"	means an AGM or an EGM

"including"	means "including without limitation" and "include" and "includes" are to be construed accordingly
"Local Authority Person"	means a person who is associated with the Council or any other local authority as defined in section 69 of the Local Government and Housing Act 1989
"the Memorandum"	means the Memorandum of Association of the Company
"Moseley"	means the area of Moseley and its neighbourhood in the City of Birmingham shown edged with a thick black line on the plan annexed to the Memorandum
"the Moseley Society"	means the Moseley Society of ■
"the Objects"	means the objects of the Company set out in Clause 3 of the Memorandum
"Observers"	means those persons (other than Directors) present under Article 31 at a Board Meeting
"Registered Office"	means the registered office of the Company
"Regulated Company"	means a regulated company as defined in Regulation 1 of the Local Authorities (Companies) Order 1995
"Resident"	means a person who occupies a residential property in Moseley as his/her only or principal home
"Secretary"	means the secretary of the Company including a joint, assistant or deputy secretary
"Senior Officer"	means any officer of the Company designated as such by the Board
"United Kingdom"	means Great Britain and Northern Ireland
"Vice Chair"	means a person elected as a Vice Chair of the Company under Article 29

"Working Party" means a body established by the Board to make recommendations to the Board but without decision-making powers

10.2 In the Articles:-

10.2.1 terms defined in the Act are to have the same meaning;

10.2.2 references to the singular include the plural and vice versa and to the masculine include the feminine and neuter and vice versa;

10.2.3 references to "organisations" or "persons" include corporate bodies, public bodies, unincorporated associations and partnerships;

10.2.4 references to legislation, regulations, determinations and directions include all amendments, replacements or re-enactments and references to legislation (where appropriate) include all regulations, determinations and directions made or given under it;

10.2.5 references to Clauses are to clauses of the Memorandum and to Articles are to those within the Articles;

10.2.6 the index and headings are not to affect their interpretation; and

10.2.7 terms defined in the Memorandum have the same meaning in the Articles and vice versa.

10.3 None of the Tables A to F in the Companies (Tables A to F) Regulations 1985 apply to the Company.

## **PART B. COMPANY MEMBERSHIP**

### **11 MEMBERS**

#### **0.1 The Company Members are:-**

11.1.1 the subscribers to the Memorandum; and

11.1.2 others admitted to membership of the Company under the Articles.

#### **11.2 Subject to Article 2.3 and Article 2.4 as soon as practicable further Company Members are to be admitted to membership of the Company so that the membership of the Company comprises:-**

up to four Community Company Members;

up to four Appointed Company Members; and

up to five Co-opted Company Members.

#### **2.3 Since Company Members are also appointed as Directors under Article 20.4 the Board must ensure that it takes into account (to the extent that the Board considers it practicable to do so):-**

2.3.1 the equal opportunities policy of the Company; and

2.3.2 the need for Company Members who become Directors to contribute to the skills mix and balance of the Board as a whole and in particular the need for the Board to include people with skills in and experience and understanding of:-

.1 community regeneration and in particular enterprise and employment, community development and regeneration, initiating or planning community based projects, or organising or providing community social, recreational or leisure facilities;

.2 people with particular needs such as the young, the elderly, the infirm, the disabled, the homeless or people whose lives are affected by their physical, social or economic circumstances, relevant languages, gender issues and community relations and needs (including equal opportunities);

.3 the issues and concerns of the community of Moseley and of particular areas of interest such as the environment and its

conservation, arts and culture, primary and secondary health care, education and training, community safety, crime prevention initiatives the support of victims, witnesses of crime and their families; and

- .4 general matters including the provision of services by the public or the voluntary sector, strategic management in a public, private or voluntary body, attracting funding and resources to projects, finance, financial management, accountancy or business planning, public relations and the media, management of information technology, the private sector including general business activities, the management of staff, property and contracts and legal issues.

2.4 A person may not be admitted as a Company Member:-

2.4.1 unless he/she has signed a written application to become a Company Member in such form as the Board requires;

2.4.2 if his/her admission as a Company Member would cause 20% or more of the Company Members to be Local Authority Persons;

2.4.3 for a period determined by the Board having ceased to be a Company Member by reason of his/her being removed as a Director under Article 22.1.5, Article 22.1.6 or Article 22.1.8;

11.2.1 unless he/she is aged 18 or over; or

11.2.2 if he/she would immediately cease to be a Company Member or Director under the Articles.

2.5 Company membership is personal and not transferable.

2.6 The status of a Company Member as a Community Company Member, an Appointed Company Member or a Co-opted Company Member must be stated in the Company's Register of Members.

2.7 For the avoidance of doubt neither the Community Company Members together nor the Appointed Company Members together nor the Co-opted Company Members together shall constitute a separate class of Company Members.

## 12 COMMUNITY COMPANY MEMBERS

12.1 Subject to Article 2.4 there are to be up to four Community Company Members.

- 12.2 The initial Community Company Members are those of the Company Members who are designated as such by the Board and whose status as Community Company Members is registered in the Company's Register of Members.
- 12.3 Two of the initial Community Company Members are to continue to be Community Company Members for a fixed term of 2 years and the other two initial Community Company Members are to continue to be Community Company Members for a fixed term of 4 years.
- 12.4 The initial Community Company Members are to determine amongst themselves which of their number are to hold office for 2 years and which of their number are to hold office for 4 years and in the absence of agreement lots must be drawn.
- 12.5 Subject to Article 3.3 the Community Company Members are to be elected as set out in this Article and are to hold office for a fixed term of 4 years. A Community Company Member is eligible for re-election.
- 12.6 The Board must use all reasonable endeavours to ensure that elections for Community Company Members are held in sufficient time:-
- 12.6.1 to allow Community Company Members to replace the initial Community Company Members who cease to be Community Company Members under Article 3.3; and
- 12.6.2 in all other cases to allow Community Company Members to replace those who are retiring at the end of their period of office.
- 12.7 A person may not be nominated for election as a Community Company Member nor be appointed to fill a casual vacancy amongst the Community Company Members under Article 3.10:-
- 12.7.1 if he/she would immediately cease to be a Director under Article 22 or Article 23;
- 12.7.2 unless he/she is a Resident; or
- 12.7.3 if he/she is a Local Authority Person.
- 12.8 The Board will decide when and how the elections are to be held and must use reasonable endeavours to ensure that:-
- 12.8.1 every election is fair and is conducted properly in accordance with democratic principles; and

- 12.8.2 the persons who are nominated contribute to the skills mix and balance of the Board as a whole in the ways set out in Article 2.3.
- 12.9 The Community Company Members are to cease to be Community Company Members:-
- 12.9.1 in the case of the initial Community Company Members on the date they are due to retire under Article 3.3 (unless they have been re-elected); or
- 12.9.2 in all other cases at the end of their fixed term of office under Article 3.5 (unless they have been re-elected).
- 12.10 Subject to Article 2 where a casual vacancy occurs for a Community Company Member the Community Directors acting by a simple majority may by notice addressed to the Secretary appoint a Resident as a replacement and the replacement will continue as a Community Company Member until the end of the term of office of the Community Company Member whom he/she has replaced. The Resident appointed as a Community Company Member by the Community Directors under this Article must wherever possible be one of the candidates in the last election which took place for the election of Community Company Members.

### 13 APPOINTED COMPANY MEMBERS

- 13.1 A person may not be appointed as an Appointed Company Member:-
- 13.1.1 unless he/she lives or works in Moseley; or
- 13.1.2 if he/she is a Local Authority Person.
- 13.2 Subject to Article 2 and Article 4.1 the Moseley Society is entitled to appoint up to two persons ~~who either live or work in Moseley~~ as Appointed Company Members.
- 13.3 One of the first two persons to be appointed by the Moseley Society shall hold office for a fixed period of 2 years and the other is to hold office for a fixed period of 4 years. The first two persons to be appointed by the Moseley Society shall decide amongst themselves which of them is to hold office for 2 years and which is to hold office for 4 years and in the absence of agreement lots must be drawn. Thereafter Appointed Company Members appointed by the Moseley Society shall hold office for a fixed period of 4 years.

- 13.4 The Moseley Society may remove the Appointed Company Members whom it has appointed under Article 4.2.
- 13.5 Subject to Article 2 and Article 4.1 the Moseley Society may appoint a person ~~who either lives or works in Moseley~~ as an Appointed Company Member to fill a vacancy which arises because an Appointed Company Member:-
- 13.5.1 has been removed under Article 4.4;
  - 13.5.2 comes to the end of his/her period of office; or
  - 13.5.3 ceases to be a Company Member under Article 6 or Article 7.
- 13.6 Subject to Article 2 and Article 4.1 the Central Moseley Neighbourhood Forum is entitled to appoint up to two persons ~~who either live or work in Moseley~~ as Appointed Company Members.
- 13.7 One of the first two persons to be appointed by the Central Moseley Neighbourhood Forum shall hold office for a fixed period of 2 years and the other is to hold office for a fixed period of 4 years. The first two persons to be appointed by the Central Moseley Neighbourhood Forum shall decide amongst themselves which of them is to hold office for 2 years and which is to hold office for 4 years and in the absence of agreement lots must be drawn. Thereafter Appointed Company Members appointed by the Central Moseley Neighbourhood Forum shall hold office for a fixed period of 4 years.
- 13.8 The Central Moseley Neighbourhood Forum may remove the Appointed Company Members whom it has appointed under Article 4.6.
- 13.9 Subject to Article 2 and Article 4.1 the Central Moseley Neighbourhood Forum may appoint a person ~~who lives or works in Moseley~~ as an Appointed Company Member to fill a vacancy which arises because an Appointed Company Member:-
- 13.9.1 has been removed under Article 4.8;
  - 13.9.2 comes to the end of his/her period of office; or
  - 13.9.3 ceases to be a Company Member under Article 6 or Article 7.
- 13.10 Subject to Article 2 the appointment or the removal of an Appointed Company Member under this Article is to take effect when either the Moseley Society or the Central Moseley Neighbourhood Forum (as appropriate) delivers written notice of appointment or removal addressed to the Secretary to:-

- 13.10.1 the Registered Office;
- 13.10.2 a Board Meeting; or
- 13.10.3 the Secretary in person.

#### 14 CO-OPTED COMPANY MEMBERS

- 14.1 Subject to Article 2 the Board may admit up to five persons as Co-opted Company Members.
- 14.2 Co-opted Company Members are to hold office for such period as the Board determines.

#### 15 TERMINATION OF COMPANY MEMBERSHIP

- 15.1 A person will cease to be a Company Member:-
  - 15.1.1 on giving written notice of resignation to the Secretary;
  - 15.1.2 if he/she ceases to be a Director under Article 22 or Article 23;
  - 15.1.3 if he/she is a Community Company Member who ceases to be a Resident or comes to the end of his/her term of office under Article 3, unless he/she is re-elected;
  - 15.1.4 if he/she is an Appointed Company Member and:-
    - .1 is removed as a Company Member under Article 4;
    - .2 comes to the end of his/her term of office under Article 4 unless he/she is re-appointed;
    - .3 no longer lives or works in Moseley; or
    - .4 becomes a Local Authority Person.
  - 15.1.5 if he/she is a Co-opted Company Member who comes to the end of his/her term of office under Article 5 unless he/she is re-appointed; or
  - 15.1.6 if he/she is treated as having resigned under Article 7.

### 7. PART V OF THE LOCAL GOVERNMENT AND HOUSING ACT 1989

- 7.1 Unless the Council has agreed otherwise in writing, this Article is to apply where otherwise the Company would be a Regulated Company because of the number of Company Members who are Local Authority Persons.
- 7.2 Where this Article 7 applies a sufficient number of Company Members who are Local Authority Persons are to be deemed to have resigned as Company Members on the day before the Company would have become a Regulated Company so as to reduce the total voting rights at General Meetings held by Company Members who are Local Authority Persons to below 20% of the total voting rights held by all of the Company Members.
- 7.3 The Company Members who are to be treated as having resigned as Company Members under Article 7.2 are to be selected on the basis of the following:-
- 7.3.1 Co-opted Company Members being selected first followed by Community Company Members and then Appointed Company Members;
- 7.3.2 subject to Article 7.3.1 those admitted later in time being selected ahead of those admitted earlier; and
- 7.3.3 as between Company Members of the same category appointed on the same day, those having a birthday on or nearest after 1st January being selected first.

## **8. VALIDITY OF DECISIONS**

- 8.1 Subject to Article 8.2 decisions taken by General Meetings or by way of Company Members' written resolutions are to be valid despite a Company Member being treated as having resigned under either Article 6 or Article 7.
- 8.2 If the fact of a Company Member being treated as having resigned would have:-
- 8.2.1 made the General Meeting inquorate;
- 8.2.2 resulted in a failure to secure the necessary quorum to pass the resolution concerned; or
- 8.2.3 reduced the votes in favour of a resolution such that it would not have been passed or would not have been passed by the required majority

then decisions in which that Company Member participated are to be void but nothing in this Article is to affect the validity of anything done in reliance on the

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Memorandum and Articles of Association*

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decision until it is discovered that the Company Member concerned is to be treated as having resigned.

## **PART C. GENERAL MEETINGS**

### **9 ANNUAL GENERAL MEETINGS**

- 9.1 The Company must hold an AGM each year unless it passes an elective resolution to dispense with this requirement.
- 9.2 There must be no more than 15 months between one AGM and the next.
- 9.3 The AGM is to be held at such time and place as the Board decides.
- 9.4 The business of the AGM is:-
  - 9.4.1 to receive the annual Directors' report;
  - 9.4.2 to consider the accounts and the auditors report;
  - 9.4.3 to appoint the auditor (if necessary); and
  - 9.4.4 to transact any other business specified in the notice convening the meeting.

### **10. EXTRAORDINARY GENERAL MEETINGS**

- 10.1 A General Meeting other than an AGM is called an EGM.
- 10.2 An EGM is to be called by the Board.
- 10.3 If there are insufficient Directors available to form a quorum at a Board Meeting to call an EGM it may be called in the same way as a Board Meeting.
- 10.4 On receiving a requisition from at least one tenth of the Company Members under Section 368 of the Act the Board must immediately convene an EGM.

### **11. NOTICE OF GENERAL MEETINGS**

- 11.1 An AGM and an EGM called to pass a special resolution must be called by at least 21 clear days' notice.
- 11.2 Any other EGM must be called by at least 14 clear days' notice.
- 11.3 A General Meeting may be called by shorter notice if this is agreed:-
  - 11.3.1 for an AGM by all of the Company Members entitled to attend and

vote; and

11.3.2 for an EGM by a majority in number of the Company Members who may attend and vote and who together hold 95% or more of the total voting rights of all of the Company Members at the EGM.

11.4 The notice must specify:-

11.4.1 the time, date and place of the General Meeting;

11.4.2 the general nature of the business to be transacted; and

11.4.3 in the case of an AGM, that it is the AGM.

11.5 Subject to the Act no business may be transacted at a General Meeting except that specified in the notice convening the meeting.

11.6 Notice of a General Meeting must be given to all of the Company Members, the Directors and the Company's auditors (if any).

11.7 Notice of a General Meeting must be posted in such a place as the Board decides in order to bring it to the attention of the Residents.

11.8 The accidental omission to give notice of a General Meeting to, or the non-receipt of notice of a General Meeting by, any person entitled to receive notice will not invalidate the proceedings at that General Meeting.

## 16 QUORUM

16.1 No business may be transacted at a General Meeting unless a quorum is present.

16.2 The quorum for General Meetings is one half of the Company Members.

16.3 A Company Member may be part of the quorum at a General Meeting if he/she can hear, comment and vote on the proceedings through telephone, video conferencing or other communications equipment.

16.4 If a quorum is not present within 15 minutes from the time of the General Meeting or a quorum ceases to be present during a General Meeting it must be adjourned to such time and place as the Board decides.

16.5 If at the adjourned meeting there are again insufficient Company Members present within 15 minutes from the time of the adjourned General Meeting to constitute a quorum then those Company Members who are present (provided

that they number at least three) shall constitute a quorum for the purpose of allowing any business of the adjourned meeting to be conducted.

16.6 Reasonable notice of an adjournment of a General Meeting because of a lack of quorum and the time and place of the adjourned General Meeting must be given to all Company Members.

16.7 A Resident may attend a General Meeting and may speak but unless he/she is a Company Member may not vote.

## 17 CHAIR AT GENERAL MEETINGS

17.1 The Chair is to chair General Meetings.

17.2 If the Chair is not present within 15 minutes from the time of the General Meeting or is unwilling to act then the Vice-Chair must chair the General Meeting.

17.3 If neither the Chair nor the Vice Chair is present and willing to act within 15 minutes from the time of the General Meeting, the Company Members present must choose one of their number to chair the General Meeting.

## 18 ADJOURNMENT OF GENERAL MEETINGS

18.1 The Chair may, with the consent of a General Meeting at which a quorum is present (and must if so directed by the General Meeting), adjourn it to a time and place agreed by the General Meeting.

18.2 The Chair may adjourn a General Meeting if it appears to the Chair that:-

18.2.1 more people wish to attend the meeting than was reasonably to be expected and the room is too small;

- 18.2.2 unruly conduct is likely to prevent the orderly holding of the meeting;  
or
- 18.2.3 for any other reason an adjournment is necessary for the business of the meeting to be properly conducted.
- 18.3 The only business which may be transacted at an adjourned General Meeting is that left unfinished from the General Meeting which was adjourned.
- 18.4 It is not necessary to give notice of a General Meeting which is adjourned under Article 14.1 or 14.2 unless it is adjourned for 30 days or more in which case 7 clear days' notice must be given.
- 18.5 Resolutions passed at an adjourned General Meeting are to be treated as having been passed on the date on which they were actually passed.

## 19 VOTING AT GENERAL MEETINGS

- 19.1 Resolutions are to be decided on a show of hands unless a ballot is properly demanded.
- 19.2 Each Company Member present in person or by proxy has one vote both on a show of hands and a ballot.
- 19.3 If there is an equality of votes on a show of hands or a ballot the Chair is entitled to a second or casting vote.
- 19.4 An objection to the qualification of any voter may only be raised at the General Meeting at which the vote objected to is tendered. Every vote not disallowed at the General Meeting is valid. An objection made in time must be referred to the Chair whose decision is final.
- 19.5 A declaration by the Chair that a resolution has been carried (or not carried) unanimously, or by a particular majority, which is entered into the minutes of the meeting is conclusive evidence of the fact unless a ballot is demanded.

## 20 BALLOTS

- 20.1 A ballot may be demanded by the Chair or any two Company Members before or on the declaration of the result of a show of hands.

- 20.2 A demand for a ballot may be withdrawn before the ballot is taken. If the demand for a ballot is withdrawn the result of the show of hands will stand.
- 20.3 The demand for a ballot will not prevent the General Meeting continuing to transact business other than in relation to the question on which the ballot is demanded.
- 20.4 A ballot is to be taken as the Chair directs. The Chair may appoint scrutineers (who need not be Company Members) and set a time and place to declare the result. The result will be the resolution of the General Meeting at which the ballot was demanded but will be treated as passed when the result is declared.
- 20.5 A ballot on the election of a chair or an adjournment must be taken immediately. A ballot on any other question may be taken either immediately or at such time and place as the Chair directs.
- 20.6 At least 7 clear days' notice must be given of the time and place at which the ballot is to be taken unless the time and place are announced at the General Meeting at which it is demanded.

## **17. PROXIES**

- 20.7 A Company Member may appoint a proxy in writing. A proxy need not be a Company Member. The Board may from time to time prescribe a form to appoint a proxy by standing orders made under Article 40. A proxy may not appoint another proxy.
- 20.8 The document appointing a proxy may instruct the proxy which way to vote on particular resolutions.
- 20.9 A proxy will only be valid if the document appointing a proxy (and any power of attorney or other authority (if any) under which it is signed) or a properly certified copy is deposited at the Registered Office at least 24 hours before the starting time for the General Meeting or adjourned General Meeting at which the proxy proposes to vote.
- 20.10 No document appointing a proxy will be valid for more than 12 months.

20.11 A vote given or ballot demanded by proxy is to be valid despite:-

20.11.1 the revocation of the proxy; or

20.11.2 the death or insanity of the principal

unless written notice of the death, insanity or revocation is received at the Registered Office before the start of the General Meeting or adjourned General Meeting at which the proxy is used.

20.12 A proxy form will not be valid for any part of a General Meeting at which the Company Member who appointed the proxy is present.

## 21 COMPANY MEMBERS' WRITTEN RESOLUTIONS

21.1 Subject to the Act, a written resolution signed by all of the Company Members entitled to attend and vote at a General Meeting (provided those Company Members would constitute a quorum at a General Meeting) is as valid as if it had been passed at a General Meeting.

21.2 A resolution under Article 18.1 may consist of several documents in similar form each signed by one or more Company Members.

## **PART D. DIRECTORS**

### **22 APPOINTMENT OF DIRECTORS**

22.1 The number of Directors must always be the same as the number of Company Members.

### **23 COMPOSITION OF THE BOARD**

23.1 The first Directors are those named in the statement delivered to the Registrar of Companies under Section 10(2) of the Act.

23.2 The appointment of a Director is not to take effect until he/she has signed the prescribed Companies House form. The appointment or election of any person as a Director who has not done so within one month of election or appointment is to lapse unless the Board resolves that there is good cause for the delay.

23.3 No person may be a Director:-

23.3.1 unless he/she is a Company Member; or

23.3.2 if he/she would immediately cease to hold office under Article 22 or Article 23.

23.4 Subject to Articles 20.2 and 20.3 each of the Company Members is to be a Director such that:-

23.4.1 every Community Company Member is to be a Community Director;

23.4.2 every Appointed Company Member is to be an Appointed Director;  
and

23.4.3 every Co-opted Company Member is to be a Co-opted Director.

23.5 The status of a Director as a Community Director, an Appointed Director or a Co-opted Director must be stated in the Company's Register of Directors.

## 24 OBLIGATIONS OF DIRECTORS

- 24.1 The Board must set out the obligations of every Director to the Board and to the Company in writing. The Board must review and may amend the statement of Directors' obligations from time to time.
- 24.2 The statement of the obligations of the Directors to the Company must include:-
- 24.2.1 a commitment to its values and objectives (including equal opportunities);
  - 24.2.2 an obligation to contribute to and share responsibility for the Board's decisions;
  - 24.2.3 an obligation to read Board papers and to attend meetings, training sessions and other relevant events;
  - 24.2.4 an obligation to declare relevant interests;
  - 24.2.5 an obligation (subject to any overriding legally binding requirement to the contrary) to keep confidential the affairs of the Board;
  - 24.2.6 an obligation to comply with their fiduciary duties, including to :-
    - .1 act in the best interests of the Company;
    - .2 declare any interests a Director may have in matters to be discussed at Board meetings and not put himself/herself in a position where his/her personal interest or a duty owed to another conflicts with the duties owed to the Company;
    - .3 secure the proper and effective use of the Company's property;
    - .4 act personally;
    - .5 act within the scope of any authority given;
    - .6 use the proper degree of skill and care when making decisions, particularly when investing funds;
    - .7 act in accordance with the Memorandum and Articles; and

24.2.7 a reference to their obligations under the general law.

24.3 A Director must sign and deliver to the Board a statement confirming that he/she will meet his/her obligations to the Board and to the Company within one month of his/her appointment or election. The Board may change the statement from time to time.

24.4 An Appointed Director who has been appointed under Article 4 may disclose the business of the Company to the organisation which appointed him/her under Article 4 without liability to the Company or to any Company Member.

## 25 RETIREMENT AND REMOVAL OF DIRECTORS

25.1 A Director will cease to hold office if he/she:-

25.1.1 dies;

25.1.2 ceases to be a Director under the Act or is prohibited by law from being a Director or is disqualified from acting as a charity trustee under the Charities Act 1993;

25.1.3 becomes incapable of managing and administering his/her own affairs because of mental disorder illness or injury;

25.1.4 is declared bankrupt or makes any arrangement or composition with his/her creditors;

25.1.5 is convicted of any offence which is likely to bring the Company into disrepute and the Board resolves (by a 75% majority of the Directors present and voting) that he/she should be removed;

25.1.6 is in the opinion of the Board guilty of conduct detrimental to the interests of the Company and the Board resolves by a 75% majority of the Directors present and voting that he/she should be removed provided that the Director concerned has first been given an opportunity to put his/her case and to justify why he/she should not be removed as a Director;

25.1.7 resigns by written notice to the Secretary;

- 25.1.8 is absent from three consecutive Board Meetings held no more frequently than once per month and the Board resolves (by a 75% majority of the Directors present and voting) that he/she should cease to be a Director;
- 25.1.9 fails to sign a statement of his/her obligations under Article 21 within one month of his/her election or appointment and the Board resolves that he/she be removed;
- 25.1.10 is treated as having resigned as a Director under Article 23; or
- 25.1.11 ceases to be a Company Member.

## **23 PART V OF THE LOCAL GOVERNMENT AND HOUSING ACT 1989 - DIRECTORS**

- 23.1 Article 7 is to apply to Directors in the same way as it applies to Company Members.
- 23.2 Subject to Article 23.3 decisions taken by the Board are to be valid despite a Director being treated as having resigned under Article 23.1.
- 23.3 If the fact of a Director being treated as having resigned would have:-
  - 23.3.1 made the Board Meeting inquorate;
  - 23.3.2 resulted in a failure to secure the necessary quorum to pass the resolution concerned; or
  - 23.3.3 reduced the votes in favour of a resolution such that it would not have been passed by the Board

then decisions in which that Director participated are to be void but nothing in this Article is to affect the validity of anything done in reliance on the decision until it is discovered that the Director concerned is to be treated as having resigned.

## **26 DIRECTORS' INTERESTS**

- 26.1 A Director who has a direct or indirect interest in any contract, proposed contract, arrangement or dealing with the Company must declare his/her interest under section 317 of the Act before the matter is discussed by the Board.

- 26.2 Every Director must ensure that at all times the Secretary has a list of:-
- 26.2.1 any other body of which he/she is a Director or officer;
  - 26.2.2 any firm in which he/she is a partner;
  - 26.2.3 any public body of which he/she is an official or elected member;
  - 26.2.4 any company whose shares are publicly quoted in which he/she owns or controls more than 2% of the shares;
  - 26.2.5 any company whose shares are not publicly quoted in which he/she owns or controls more than 10% of the shares;
  - 26.2.6 any property of which he/she is a Resident; or
  - 26.2.7 any other interest which is significant or material.
- 24.3 A decision of the Board will not be invalid because of the subsequent discovery of an interest which should have been declared.
- 24.4 **Personal Interests**
- 24.4.1 A Director has a personal interest in a matter which is to be discussed or determined by the Board if he/she will be directly affected by the decision of the Board in relation to that matter.
  - 24.4.2 Subject to Article 24.4.3 a Director who has a personal interest in a matter which is to be discussed or determined by the Board:-
    - .1 may not count towards the quorum in relation to that matter;
    - .2 may not take part in the discussion in relation to that matter;
    - .3 may not vote in relation to that matter; and
    - .4 must leave the Board Meeting at which the matter is discussed and determined.
  - 24.4.3 Notwithstanding Article 24.4.2 a Director who is a Beneficiary may in relation to a matter which is to be discussed or determined by the Board and which affects the Director as a Beneficiary and a substantial number of other Beneficiaries in an identical manner:-

- .1 count towards the quorum in relation to that matter;
- .2 take part in the discussion in relation to that matter;
- .3 remain in the Board Meeting at which the matter is discussed and determined; and
- .4 vote in relation to that matter.

#### 24.5 **Non-Personal Interests**

24.5.1 A Director who has an interest in a matter which is to be discussed or determined by the Board but which is not a personal interest may, subject to his/her fulfilling his/her duty to act in the best interests of the Company and to the right of the remaining Directors to require that he/she should withdraw from the Board Meeting at which the matter is to be discussed or determined:-

- .1 count towards the quorum in relation to that matter;
- .2 take part in the discussion in relation to that matter;
- .3 remain in the Board Meeting at which the matter is to be discussed or determined; and
- .4 vote in relation to that matter.

24.5.2 A Director is not to be regarded for the purposes of this Article 24 as having a non-personal interest in any matter if his/her interest in that matter arises solely because he/she is a Director or an officer of any body the accounts of which are consolidated with the Company's accounts but he/she must nonetheless declare his/her interest in accordance with Article 24.1.

## **PART E. BOARD MEETINGS**

### **27 FUNCTIONS OF THE BOARD**

27.1 The Board must direct the Company's affairs in such a way as to promote the Objects. Its functions include:-

27.1.1 defining and ensuring compliance with the values and objectives of the Company;

27.1.2 establishing policies and plans to achieve those objectives;

27.1.3 approving each year's budget and accounts before publication;

27.1.4 establishing and overseeing a framework of delegation of its powers to Committees and employees under Article 30 with proper systems of control;

27.1.5 monitoring the Company's performance in relation to its plans budget controls and decisions;

27.1.6 appointing (and if necessary removing) Senior Officers;

27.1.7 satisfying itself that the Company's affairs are conducted in accordance with generally accepted standards of performance and propriety; and

27.1.8 taking appropriate advice on the items listed in Article 25.1.1 to 25.1.7 and in particular on matters of legal compliance and financial viability.

25.2 None of the functions in Article 25.1 may be delegated.

### **28 POWERS OF THE BOARD**

28.1 Subject to the Act, the Memorandum and the Articles, the business of the Company is to be managed by the Board who may exercise all of the powers of the Company.

28.2 An alteration to the Memorandum or the Articles does not invalidate earlier acts of the Board which would have been valid without the alteration.

28.3 In performing their functions the Board must consider the interests of the Company's employees (if any) as well as those of Beneficiaries.

## 29 BOARD MEETINGS

29.1 Subject to the Articles, the Board may regulate Board Meetings as it wishes.

29.2 Board Meetings may be called by any Director or the Secretary.

29.3 The Secretary must give 7 clear days' notice of Board Meetings to each of the Directors and Senior Officers but it is not necessary to give notice of a Board Meeting to a Director or Senior Officer who is out of the United Kingdom.

29.4 A Board Meeting which is called on shorter notice than required under Article 27.3 is deemed to have been duly called if at least two Directors certify in writing that because of special circumstances it ought to be called as a matter of urgency.

29.5 Subject to Article 27.6, questions arising at a Board Meeting are to be decided by a majority of votes.

27.6 If at any time during a Board Meeting:-

27.6.1 the Company would (but for this Article) be a Regulated Company;  
and

27.6.2 the votes held by the Directors present who are Local Authority Persons comprise 20% or more of the total votes held by all of the Directors who are present,

then the number of votes of those Directors who are not Local Authority Persons are to be increased (with fractions of a vote being allowed) so that they comprise 81% of the total votes held by the Directors present (with the additional votes being distributed evenly amongst the Directors who are not Local Authority Persons).

If it is not discovered until after the Board Meeting that the Company was a Regulated Company then the votes held by the Directors who are not Local Authority Persons are to be deemed to have been increased. If this would have had the effect that the resolution would not have been passed (but not otherwise) then the resolution will, despite Article 27.8, be deemed to be void but this is not to affect the validity of anything done in reliance on the resolution until it is discovered that the Company was a Regulated Company.

27.7 If there is an equality of votes the Chair is entitled to a second or casting vote.

- 27.8 A technical defect in the appointment of a Director or in the delegation of powers to a Committee of which the Board is unaware at the time does not invalidate decisions taken in good faith.

### 30 QUORUM FOR BOARD MEETINGS

- 30.1 The quorum for Board Meetings is one half of the Directors.
- 30.2 A Director may be part of the quorum at a Board Meeting if he/she can hear comment and vote on the proceedings through telephone, video conferencing or other communications equipment.
- 30.3 The Board may act despite vacancies in its number but if the number of Directors is less than the number required for a quorum then the Board may act only to call a General Meeting, to appoint Co-opted Company Members, procure the appointment of Appointed Company Members or to procure the appointment or election of Community Company Members.
- 30.4 At a Board Meeting which remains inquorate for 15 minutes after its starting time or one which becomes inquorate for more than 15 minutes the Directors present may act only to adjourn it to such other time and place as they decide.

### 31 CHAIR AND VICE-CHAIR

- 31.1 The Company must have a Chair and a Vice-Chair. Both are to be elected by the Board. The Board must decide the period during which they are each to hold office and the precise point at which their term of office ends.
- 31.2 The Chair and the Vice-Chair may resign from their positions at any time (without necessarily resigning as Directors at the same time).
- 31.3 Where there is no Chair the first item of business of a Board Meeting must be to elect a Chair or Vice-Chair or both.
- 31.4 The Chair and the Vice-Chair may be removed only at a Board Meeting called for the purpose at which a resolution with a 75% majority in favour is passed. The Chair or the Vice-Chair (as the case may be) must be given an opportunity to say why he/she should not be removed.
- 31.5 The Chair is to chair all Board Meetings and General Meetings at which he/she is present unless he/she does not wish to do so.
- 31.6 If the Chair is not present within 5 minutes after the starting time of a Board

Meeting then the Vice-Chair must chair that Board Meeting during the Chair's absence.

31.7 If both the Chair and the Vice-Chair are not present within 5 minutes after the starting time of a Board Meeting then the Board must elect one of the Directors who is present to chair the Board Meeting during their absence.

31.8 The functions of the Chair are:-

31.8.1 to act as an ambassador for the Company and to represent the views of the Board to the general public and other organisations;

31.8.2 to ensure that Board Meetings and General Meetings are conducted efficiently;

31.8.3 to give all Directors an opportunity to express their views;

31.8.4 to establish a constructive working relationship with, and to provide support for, the Senior Officers;

31.8.5 where necessary (and in conjunction with the other Directors) to ensure that, where the post of any Senior Officer is or is due to become vacant, a replacement is found in a timely and orderly fashion;

31.8.6 to encourage the Board to delegate sufficient authority to its Committees to enable the business of the Company to be carried on effectively between Board Meetings;

31.8.7 to ensure that the Board monitors the use of delegated powers; and

31.8.8 to encourage the Board to take professional advice when it is needed and particularly before considering the dismissal of a Senior Officer.

31.9 The role of the Vice-Chair is to deputise for the Chair during any period of his/her absence and, for that period, his/her functions shall be the same as those of the Chair.

31.10 Except to the extent that the Articles provide otherwise neither the Chair nor the Vice-Chair has any authority beyond that of any other Director.

## 32 COMMITTEES AND WORKING PARTIES

32.1 The Board may:-

- 32.1.1 establish Committees consisting of those Directors whom the Board decide;
  - 32.1.2 subject to Article 25.1 delegate to a Committee any of its powers; and
  - 32.1.3 revoke a delegation at any time.
- 30.2 The Board may establish Working Parties consisting of those persons whom the Board decide. A Working Party may not take decisions on behalf of the Board but may consider issues in depth with a view to making recommendations to the Board.
- 30.3. The members of a Committee or a Working Party are to be appointed by the Board but the Board may give a Committee or a Working Party the right to co-opt individuals to its membership. The Board is to determine the chair of each Committee or Working Party.
- 30.4 Each member of a Committee or Working Party (including the chair) is to hold office from the date of his/her appointment until the end of the financial year during which he/she was appointed.
- 30.5 All members of a Committee are to have one vote save that those individuals who are co-opted onto a Committee and who are not Directors may not vote.
- 30.6 The Board must specify the financial limits within which any Committee may function. A Working Party can have no authority to incur expenditure.
- 30.7 Every Committee or Working Party must report its proceedings and decisions to the Board as the Board determines.

### 33 OBSERVERS

- 33.1 The Board may allow individuals who are not Directors to attend Board Meetings as Observers on whatever terms they decide.
- 33.2 Observers may not vote but may take part in discussions unless the Board decides otherwise.
- 33.3 The Board may exclude Observers from any part of a Board Meeting where the Board considers the business is private.
- 33.4 The Board must exclude an Observer from any Board Meeting at which a possible personal benefit to him/her is being considered.

34 DIRECTORS' WRITTEN RESOLUTIONS

- 34.1 A written resolution signed by all of the Directors entitled to receive notice of a Board Meeting (provided they would constitute a quorum at a Board Meeting) is as valid as if it had been passed at a Board Meeting.
- 34.2 A written resolution signed by all of the Members of a Committee (provided they would constitute a quorum of that Committee) is as valid as if it had been passed at a meeting of that Committee.
- 34.3 A resolution under Articles 32.1 or 32.2 may consist of several documents in similar form each signed by one or more of the Directors or Committee Members and will be treated as passed on the date of the last signature.

## PART F. OFFICERS

### 35 THE SECRETARY

- 35.1 A Secretary must be appointed by the Board for such a term as the Board decides.
- 35.2 A Secretary may be removed by the Board at any time.
- 35.3 No Director may occupy the position of Secretary and receive a salary.
- 35.4 The duties of the Secretary include advising the Board on legal compliance and financial viability.

### 36 INDEMNITIES FOR OFFICERS AND EMPLOYEES

- 36.1 No officer or employee is to be liable for losses suffered by the Company except those due to his/her own dishonesty or gross negligence.
- 36.2 Subject to the Act every Director, officer or employee is to be indemnified by the Company against any liability incurred in the discharge of his/her duties or in that capacity in defending any civil or criminal proceedings as long as:-
  - 36.2.1 judgment is given in his/her favour (or the proceedings are dealt with without a finding or admission of a material breach of duty by him/her);
  - 36.2.2 he is acquitted; or
  - 36.2.3 relief is granted to him/her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

## **PART G. STATUTORY AND MISCELLANEOUS**

### **37 MINUTES**

- 37.1 The Secretary must keep minutes of all General Meetings.
- 37.2 The Board must arrange for minutes to be kept of all Board Meetings. The names of the Directors present must be included in the minutes.
- 37.3 Copies of the draft minutes of Board Meetings must be distributed to the Directors as soon as reasonably possible after the meeting and in any case seven days before the next Board Meeting (unless the next Board Meeting is an urgent Board Meeting).
- 37.4 Minutes must be approved as a correct record at the next General Meeting (as regards minutes of General Meetings) or Board Meeting (as regards minutes of Board Meetings). Once approved they must be signed by the person chairing the meeting at which they are approved.
- 37.5 The Board must keep minutes of all of the appointments made by the Board.

### **38 ACCOUNTS ANNUAL REPORT AND ANNUAL RETURN**

- 38.1 The Company must comply with Part VII of the Act and the Directors must comply with their obligations as charity trustees under Part VI of the Charities Act 1993 in:-
  - 38.1.1 preparing and filing an annual Directors report and annual accounts and sending them to the Charity Commission; and
  - 38.1.2 making an annual return to the Registrar of Companies and the Charity Commission.
- 38.2 The Company must comply with Parts VII and XI of the Act relating to the audit or examination of accounts (to the extent that the law requires).
- 38.3 The annual Directors report and accounts must contain:-
  - 38.3.1 revenue accounts and balance sheet for the last accounting period;
  - 38.3.2 the auditor's report on those accounts;

- 38.3.3 the Board's report on the affairs of the Company;
  - 38.3.4 the Board's statement of the values and objectives of the Company;  
and
  - 38.3.5 a statement of the obligations of the Directors to the Company.
  - 38.4 The accounting records of the Company must always be open to inspection by a Director or by an officer of the body which appointed him/her who has been duly authorised by that body to make such an inspection.
  - 38.5 The Company must send a copy of the Company's most recent accounts to a member of the public who requests them and pays a reasonable fee (determined by the Board) within two months of the request.
- 39 BANK AND BUILDING SOCIETY ACCOUNTS
- 39.1 All bank and building society accounts must be operated by the Board and must include the name of the Company.
  - 39.2 A cheque or order for the payment of money must be signed in accordance with the Board's instructions.
- 40 EXECUTION OF DOCUMENTS
- 40.1 Unless the Board decides otherwise, documents which are executed as deeds must be signed by:-
    - 40.1.1 two Directors;
    - 40.1.2 one Director and the Secretary; or
    - 40.1.3 in any other manner the Board authorises.
- 41 NOTICES
- 41.1 Notices under the Articles must be in writing except notices calling Board Meetings.
  - 41.2 A Company Member present in person at a General Meeting is deemed to have received notice of the General Meeting and (where necessary) of the purposes for which it was called.
  - 41.3 The Company may give a notice to a Company Member, Director, Secretary or

auditor either:-

- 41.3.1 personally;
- 41.3.2 by sending it by post in a prepaid envelope;
- 41.3.3 by facsimile transmission; or
- 41.3.4 by leaving it at his/her address.

41.4 Notices under Article 39.3.2 to 39.3.4 may be sent:-

- 41.4.1 to an address in the United Kingdom which that person has given the Company;
- 41.4.2 to the last known home or business address of the person to be served;  
or
- 41.4.3 to that person's address in the Company's register of Members.

41.5 Proof that an envelope containing a notice was properly addressed prepaid and posted is conclusive evidence that the notice was given 48 hours after it was posted.

41.6 Proof that a facsimile transmission was made is conclusive evidence that the notice was given at the time stated on the transmission report.

41.7 A notice may be served on the Company by delivering it or sending it to the Registered Office or by handing it to the Secretary.

41.8 The Board may make standing orders to define other acceptable methods of delivering notices by electronic mail or other means.

## 42 STANDING ORDERS

42.1 Subject to Article 40.4:-

- 42.1.1 the Board may from time to time make standing orders for the proper conduct and management of the Company; and
- 42.1.2 the Company in General Meeting may alter, add to or repeal the standing orders.

42.2 The Board must adopt such means as they think sufficient to bring the standing

orders to the notice of Company Members.

42.3 Standing orders are binding on all Company Members and Directors.

42.4 No standing order may be inconsistent with or may affect or repeal anything in the Memorandum or the Articles.

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<b>Names &amp; Addresses of Subscribers</b>	<b>Category</b>	<b>Signed Witnessed</b>
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Dated:

**MOSELEY COMMUNITY DEVELOPMENT TRUST**

Registered No

*Moseley Community Development Trust  
Memorandum and Articles of Association*

## **DRAFT 3**

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### **MEMORANDUM & ARTICLES OF ASSOCIATION**

COMPANY LIMITED BY GUARANTEE

THE COMPANIES ACT 1985 AND 1989

**Anthony Collins Solicitors  
St Philip's Gate  
5 Waterloo Street  
Birmingham  
B2 5PG  
Reference: PRHT (SSMR) M1667 20001**

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## MOSELEY COMMUNITY DEVELOPMENT TRUST MEMORANDUM & ARTICLES OF ASSOCIATION

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