

Company number: 11721869

**THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE**

**ARTICLES OF ASSOCIATION
BELGRAVIA NEIGHBOURHOOD
FORUM LIMITED**

(incorporated on 11th December 2018)

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1 **INTERPRETATION**

1.1 In these Articles, unless the context otherwise requires:

“Act”	the Companies Act 2006;
“Articles”	the Forum's articles of association for the time being in force;
“Bankruptcy”	includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
“Belgravia Area”	The area edged red on the plan attached to these Articles in the Annex;
“Business Day”	any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;
“Business Improvement District”	Any area properly incorporated as a Business Improvement District
“Calendar Year”	1 January to the following 31 December;
“Conflict”	a situation in which a Director has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests or policies of the Forum;
“Council”	shall mean City of Westminster Council
“Designation”	the designation of the Forum by the Council as a neighbourhood forum;
“Director”	means a director of the Forum, and includes any person occupying the position of director, by whatever name called;
“document”	includes, unless otherwise specified, any document sent or supplied in electronic form;
“electronic form”	has the meaning given in section 1168 of the Act;

“Eligible Director”	a Director who would be entitled to vote on the matter at a meeting of the Steering Group (but excluding in relation to the authorisation of a Conflict pursuant to Article 6.9, any Director whose vote is not to be counted in respect of the particular matter);
“Forum”	Belgravia Neighbourhood Forum Limited;
“General Meeting”	the meaning given in Article 8.1.2;
“Meeting Chair”	the chair of a particular meeting of the Members in accordance with Article 8 (being the Chair or, in his absence, the Vice Chair or, in his absence, the Secretary);
“Member”	a member of the Forum;
“Neighbourhood Plan”	a neighbourhood development plan for the Belgravia Area in accordance with the Planning and Compulsory Purchase Act 2004 (as amended by the Localism Act 2011), being a plan which sets out policies (however expressed) in relation to the development and use of land in the whole or any part of the Belgravia Area;
“occupier”	shall mean for the purposes of Article 8.4.3 a resident at the relevant postal address or an individual Member at his or her place of business or place of work or the place of business of a limited company or partnership;
“ordinary resolution”	has the meaning given in section 282 of the Act;
“postal address”	any individual postal address in the Belgravia Area
“special resolution”	the meaning given in section 283 of the Act;
“Steering Group”	means the Directors collectively;
“subsidiary”	the meaning given in section 1159 of the Act; and
“writing”	means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

- 1.2 Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Act as in force on the date when these Articles become binding on the Forum.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an “Article” is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
 - 1.5.1 any subordinate legislation from time to time made under it; and
 - 1.5.2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.6 Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 Unless the context otherwise requires, each gender includes the other gender and the singular includes the plural and vice versa
- 1.8 The model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) shall not apply to the Forum.

2 LIABILITY OF MEMBERS

- 2.1 The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Forum in the event of its being wound up while he is a Member or within one year after he ceases to be a Member, for:
 - 2.1.1 payment of the Forum's debts and liabilities contracted before he ceases to be a Member;
 - 2.1.2 payment of the costs, charges and expenses of the winding up; and
 - 2.1.3 adjustment of the rights of the contributories among themselves.

3 OBJECTS

- 3.1 The objects of the Forum (which also comprise the mission statement of the Forum) shall be unlimited, but the Forum is primarily established for the public benefit for the following purposes:
 - 3.1.1 to promote or improve the social, economic and environmental wellbeing of the Belgravia Area for its residents, businesses and institutions;
 - 3.1.2 to ensure that any development in the Belgravia Area is sustainable and appropriate to and respects the distinctive and historic character of the Belgravia Area;
 - 3.1.3 to promote high standards of city planning and architecture in the Belgravia Area; and
 - 3.1.4 to develop a Neighbourhood Plan that: is appropriate having regard to

national policy; contributes to the achievement of sustainable development; and is in general conformity with the strategic policies in the development plan for the Belgravia Area, including the Council's "Westminster City Plan: Strategic Policies", their traffic and other policies and the Mayor of London's "London Plan" so far as they are relevant to Belgravia.

4 OBJECTIVES

- 4.1 The Forum reserves the right to undertake any activities permitted by the relevant neighbourhood planning provisions of the Localism Act 2011 and exercise any powers which attach to the Forum as a designated forum. This could include producing a neighbourhood plan, a neighbourhood development order, community right to build order or identifying assets of community value and any subsequent powers or responsibilities that are given to it whilst in operation.
- 4.2 The Forum may choose to comment on any plans and proposals in relation to the Belgravia Area to enhance it such as transport and health plans, individual planning applications and other proposals which are likely to have a significant impact on the Belgravia Area. It may also exercise its role in relation to the use of community infrastructure levy (CIL) funds and any other funds which may be made available to the Forum and may produce a schedule of locally desirable community infrastructure projects.
- 4.3 The Forum aspires to use the neighbourhood forum processes to improve the functioning of the Belgravia Area by consulting widely with adjoining forums and other key business stakeholders such as Business Improvement Districts on, amongst other things, ways to: protect, preserve and enhance its unique character; make the Belgravia Area more sustainable; have a well-planned and maintained public realm which responds well to the high volumes of workers and visitors to Belgravia and the needs of local people; support efforts to reduce crime and disorder and prevent public nuisance; enhance its economic performance for local businesses and suitability for local institutions; improve quality of life for residents; and support measures which improve air quality and reduce noise nuisance.
- 4.4 The Forum aims to produce a Neighbourhood Plan, following consultation with local people and organisations and consideration of the issues raised through the consultation process, that is relevant, realistic and evidence-based, to address local issues effectively.
- 4.5 The Forum will seek at all times to act on the basis of equality between and respect for all persons regardless of gender, age, race (including ethnicity and nationality) sexual orientation, religion or belief, disability and socio-economic status.
- 4.6 The Forum is a non-political organisation established to benefit residents, workers, businesses and institutions and will seek to consult with the Council, statutory bodies and other appropriate organisations/bodies on issues of local concern, including improvements to the Belgravia Area and its environment, appearance and/or amenities.
- 4.7 The Forum is a key platform for consultation within the area of the Council and will work with residents and other community groups and bodies within the Belgravia Area to enable open discussion on issues of concern to the local neighbourhood.
- 4.8 The Forum is independently led by local volunteers to provide good community intelligence which can be used by the Council and its partners to shape, refine and improve services to residents, businesses and visitors in the Belgravia Area.
- 4.9 The Forum will help to support wider consultation activity and be informed of the Council's decision-making through regular contact with the Councillors.

4.10 The Forum may adopt a broad range of activities and approaches to ensure accessibility and relevance and will work to ensure that timely responses are received on identified issues and priorities.

4.11 The Belgravia Area is not covered by a Parish Council

5 POWERS

In pursuance of the objects set out in Article 3, the Forum has the power to:

- 5.1 buy, lease or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal and to improve, manage, develop, construct, repair, sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Forum;
- 5.2 borrow and raise money in such manner as the Steering Group shall think fit and secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security on the Forum's property and assets;
- 5.3 invest and deal with the funds of the Forum not immediately required for its operations in or upon such investments, securities or property as may be thought fit;
- 5.4 lobby, advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, politics and/or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body or organisation in each case in such way or by such means as may, in the opinion of the Steering Group, effect or advance the objects set out in Article 3 in any way;
- 5.5 pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Forum and to contract with any person, firm or company to pay the same;
- 5.6 enter into contracts to provide services to or on behalf of other bodies;
- 5.7 provide and assist in the provision of money, materials or other help in pursuance of its agreed objectives;
- 5.8 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments; and
- 5.9 do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the objects set out in Article 3.

6 DIRECTORS

6.1 Directors' general authority

Subject to the Articles, the Steering Group is responsible for the management of the Forum's business, for which purpose they may exercise all the powers of the Forum.

6.2 The Steering Group

6.2.1 The Steering Group shall manage the Forum.

6.2.2 There shall at all times be 12 Directors of the Forum, including the Chair,

all of whom shall be volunteers and all of whom should be on the Steering Group. The Steering Group shall be composed of the Belgravia Area's residential and business community. Four members shall be residents in the Belgravia Area ("Resident Directors"), four members shall work in or represent retail/trade associations or landowners in the Belgravia Area ("Business Directors") and the remaining four members ("Other Directors") may be from either of the first two groups or community institutions in the Belgravia Area and such community institutions or workers shall be encouraged to take up places. For the avoidance of doubt, the fact that a Director may qualify for more than one of these categories shall not invalidate his/her election nor shall a casual vacancy prevent the Steering Group from validly carrying on its business until the vacancy is filled.

- 6.2.3 All members of the Forum shall be eligible to stand for election to the Steering Group and in the case of a member which is a limited company a duly authorised representative of the member limited company shall be entitled to stand for election on behalf of the member limited company. The authorisation shall be in writing from the company and shall be delivered to the Secretary prior to the election.
- 6.2.4 The Steering Group shall elect and be able to deselect its own officers from among the Directors, including the Chair and each Vice Chair, Treasurer and Secretary.
- 6.2.5 The position of Chair shall be held by a Director who lives within the Belgravia Area and the position of Vice Chair shall be held by any Director chosen by the Steering Group.
- 6.2.6 The first Chair shall be deemed to have been appointed from the date of incorporation of the Forum until the second Annual General Meeting of Belgravia Neighbourhood Forum Limited, at which meeting he or she shall retire as Chair, but shall be eligible to seek re-appointment as Chair by the Steering Group and if re-appointed shall seek re-election to the Steering Group at such second Annual General Meeting of Belgravia Neighbourhood Forum Limited for an additional term of two years and for the avoidance of doubt if not re-elected to the Steering Group shall cease to be Chair. Upon the expiry of such additional term of two years the first Chair shall not be eligible for re-election as Chair.
- 6.2.7 Subsequent Chairs may stand for an initial term of two years after which he or she shall retire as Chair but shall be eligible to seek re-appointment as Chair by the Steering Group and if re-appointed shall seek re-election to the Steering Group at the next Annual General Meeting for a further term of no more than two years. Upon the expiry of such further term of two years a subsequent Chair shall not be eligible for re-election as Chair.
- 6.2.8 A former Chair shall not be entitled to seek re-election as Chair for a period of two years after his or her final retirement. If within such period of two years the office of Chair becomes vacant the former Chair may stand for the office again. Nothing shall preclude the Chair from standing as a member of the Steering Group after his/her term of office as Chair has expired.
- 6.2.9 Of the persons who are members of the Steering Group on the date when incorporation of the Forum takes place, one Resident Director, one Business Director and one Other Director shall put themselves up for re-election at the second Annual General Meeting of Belgravia Neighbourhood Forum Limited and one Resident Director, one Business Director and one Other Director shall put themselves up for re-election at each Annual General Meeting subsequent to such second Annual General Meeting of Belgravia Neighbourhood Forum Limited. In the event that the Directors cannot agree which Directors should put themselves up for re-election this matter will be decided by lot save in relation to the Chair which shall be decided by majority vote of the Steering

Group, the Chair abstaining from such vote. All new Directors may stand until the fourth Annual General Meeting after the Annual General Meeting at which he or she is appointed a Director.

- 6.2.10 If vacancies occur in the Steering Group it can co-opt a new member or members subject to the endorsement of the Forum at the next General Meeting. Any member co-opted shall have the same rights to vote and any other rights as are held by other members of the Steering Group pending such endorsement.
- 6.2.11 At each General Meeting, any Member (an "Applicant") shall be entitled to stand for election to the Steering Group provided that a vacancy will arise at that meeting and they have submitted a prior written application to the Secretary, in such format as the Steering Group may prescribe from time to time, which must be received by the Secretary no less than 10 clear Business Days prior to the relevant General Meeting. They may withdraw their application at any time prior to the election.
- 6.2.12 At the relevant General Meeting, any Applicants and any Directors wishing to put themselves forward for re-election to the Steering Group where a vacancy has arisen in accordance with Article 6.2.10 shall be voted upon by the Forum in accordance with the provisions of Article 9.
- 6.2.13 At any one time there shall be no more than one Director appointed from the same business, institution, block or blocks of flats, roads or square unless the Steering Group resolves otherwise. Accordingly an Applicant receiving the highest number of votes pursuant to Article 9 shall be elected to the Steering Group provided that there is not already a Director from the same business, institution, block or blocks of flats, road or square (as applicable) on the Steering Group unless the Steering Group resolves otherwise.
- 6.2.14 In the event that the election of any New Director is not endorsed by the Forum at a General Meeting, a replacement director(s) shall be nominated by the Steering Group for approval by the Forum by ordinary resolution.
- 6.2.15 A person ceases to be a Director as soon as:
 - 6.2.15.1 he or she retires at a General Meeting;
 - 6.2.15.2 that person ceases to be a Director by virtue of any provision of the Act or is prohibited from being a director by law;
 - 6.2.15.3 a bankruptcy order is made against that person;
 - 6.2.15.4 a composition is made with that person's creditors generally in satisfaction of that person's debts;
 - 6.2.15.5 a registered medical practitioner who is treating that person gives a written opinion to the Forum stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months; or
 - 6.2.15.6 notification is received by the Forum from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms.
- 6.2.16 Any member of the Steering Group who does not attend any meetings during any period of six months shall be deemed to have resigned unless the Steering Group resolves otherwise.

6.3 **Representation of the Forum and Delegation by Steering Group**

- 6.3.1 Subject to Article 6.4.2.2 no Director (other than the Chair) and no other Member may externally represent the Forum (including communicating with statutory bodies or the media) or attend meetings on behalf of the Forum, without the prior approval of the Chair but such approval may give a general authorisation to do such things to a specific member or members of the Steering Group regarding specific topics or matters agreed in advance with the Chair.
- 6.3.2 The Steering Group may delegate powers on specific matters to such committees, Members or persons as might be deemed appropriate, including administrative support from a third party.
- 6.3.3 If the Steering Group so specifies, any such delegation may authorise further delegation of the Steering Group's powers by any person to whom they are delegated.
- 6.3.4 The Steering Group may revoke any delegation in whole or part, or alter its terms and conditions.
- 6.3.5 Committees to which the Steering Group delegates any of its powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by the Steering Group.
- 6.3.6 The Steering Group may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.

6.4 **Chair, Vice Chair, Secretary and Treasurer**

- 6.4.1 The Chair of the Steering Group shall:
 - 6.4.1.1 call and chair meetings of the Steering Group and the Members (and for the avoidance of doubt shall call such meetings if requested to do so by a Director);
 - 6.4.1.2 in the event of doubt as to the interpretation of these Articles put the matter to the Steering Group which will determine the interpretation by majority vote;
 - 6.4.1.3 act as joint signatory and be authorised to use online banking facilities on the Forum's bank account alongside the Vice Chair, the Secretary and/or the Treasurer; and
 - 6.4.1.4 act on behalf of the Forum and represent it externally in accordance with the policy agreed by the Steering Group.
- 6.4.2 The Vice Chair shall:
 - 6.4.2.1 chair meetings of the Steering Group and the Members if the Chair is absent;
 - 6.4.2.2 act alongside the Chair on behalf of the Forum and represent it externally when the Chair is unavailable;
 - 6.4.2.3 assume the Chair's responsibilities if the Chair resigns until such time as a new Chair can be appointed; and

6.4.2.4 act as joint signatory and be authorised to use online banking facilities on the Forum's bank account alongside the Chair, the Secretary and/or the Treasurer.

6.4.3 The Secretary shall:

6.4.3.1 be responsible for organising meetings of the Steering Group and the Members, taking and maintaining the minutes and, following their approval by the Steering Group, making them available to Members on reasonable request within 21 Business Days of a meeting;

6.4.3.2 chair meetings of the Steering Group and the Members if the Chair and Vice Chair are absent; and

6.4.3.3 act as joint signatory and be authorised to use online banking facilities on the Forum's bank account alongside the Chair, the Vice Chair and/or the Treasurer.

6.4.4 The Treasurer shall:

6.4.4.1 be responsible for maintaining the accounts of the Forum;

6.4.4.2 be responsible for presenting an annual report and the accounts for the previous financial period and a budget for the following year to the Members at a General Meeting;

6.4.4.3 submit a detailed summary of the accounts at every Steering Group meeting together with appropriate financial projections; and

6.4.4.4 act as a joint signatory and be authorised to use online banking facilities on the Forum's bank account alongside the Chair, the Vice Chair and/or the Secretary.

6.4.4.5 take the minutes if the Secretary is absent.

6.4.5 Cheques and other financial transactions of the Forum must be signed by two of the signatories authorised above.

6.5 **Meetings of the Steering Group**

6.5.1 The Steering Group shall meet as often as is necessary, but no less than four times per Calendar Year, to develop the Neighbourhood Plan and for any other purposes that the Steering Group shall determine.

6.5.2 Directors participate in a Steering Group meeting, or part of a Steering Group meeting, when:

6.5.2.1 the meeting has been called and takes place in accordance with the Articles, and

6.5.2.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

6.5.3 In determining whether Directors are participating in a Steering Group meeting, it is irrelevant where any Director is or how they communicate with each other.

- 6.5.4 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.
- 6.5.5 Subject to the Articles, the Steering Group may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated by the Steering Group.
- 6.5.6 The Steering Group may permit other persons who are not Directors to attend and speak (but not vote) at meetings of the Steering Group.

6.6 **Calling a Steering Group Meeting**

- 6.6.1 The Chair may call a Steering Group meeting by giving not less than 10 clear Business Days' notice of the meeting (or such lesser notice as all the Directors may agree) to the Directors or by authorising the Secretary to give such notice.
- 6.6.2 Notice of any Steering Group meeting must indicate:
 - 6.6.2.1 an agenda;
 - 6.6.2.2 its proposed date and time;
 - 6.6.2.3 where it is to take place; and
 - 6.6.2.4 if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 6.6.3 Notice of a Steering Group meeting shall be given to each Director in writing or by electronic form.

6.7 **Quorum for Steering Group Meetings**

- 6.7.1 At a Steering Group meeting, unless a quorum is present, no proposal is to be voted on, except a proposal to call another meeting.
- 6.7.2 Subject to Article 6.7.4, the quorum for the transaction of business at a Steering Group meeting is five members of the Steering Group but such five members must include at least two of the Officers referred to in 6.2.4 above of whom one must be the Chair or Vice Chair.
- 6.7.3 If a quorum is not present within 30 minutes of the time specified for the relevant meeting in the notice of the meeting then the meeting shall be adjourned for five Business Days at the same time and place.
- 6.7.4 For the purposes of any meeting (or part of a meeting) held pursuant to Article 6.9 to authorise a Conflict, if there is only one Eligible Director in office other than the Interested Director(s) (defined in Article 6.9.1), the quorum for such meeting (or part of a meeting) shall be one Eligible Director.
- 6.7.5 If the total number of Directors in office for the time being is less than the quorum required, the Steering Group must not take any decision other than a decision:
 - 6.7.5.1 to appoint further Directors; or

6.7.5.2 to call a General Meeting so as to enable the Members to appoint further Directors.

6.8 **Voting at Steering Group meetings**

- 6.8.1 All decisions made at any meeting of the Steering Group shall be made by simple majority.
- 6.8.2 If the numbers of votes for and against a proposal at a meeting of the Steering Group are equal and no agreement can be reached on this or an alternative proposal, then the proposal must be decided on at a General Meeting
- 6.8.3 The provisions of Article 9.1.2 shall also apply to elections of Officers at Steering Group meetings.
- 6.8.4 Article 6.7 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the Chair or other Director is not an Eligible Director for the purposes of that meeting (or part of a meeting).

6.9 **Directors' Conflicts of Interest**

- 6.9.1 A Director must declare a Conflict to the Secretary as soon as that Director becomes aware of that Conflict and, as the first item on the Agenda for any meeting of the Steering Group, members of the Steering Group shall be required either to confirm that they have no Conflict or to declare any Conflict which they may have. The Directors may, in accordance with the requirements set out in this Article, authorise any Conflict proposed to them by any Director which would, if not authorised, involve a Director (an "Interested Director") breaching his duty under section 175 of the Act to avoid conflicts of interest.
- 6.9.2 Any authorisation under this Article 6.9 shall be effective only if:
 - 6.9.2.1 the matter in question shall have been proposed by any Director for consideration in the same way that any other matter may be proposed to the Steering Group under the provisions of these Articles or in such other manner as the Steering Group may determine;
 - 6.9.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
 - 6.9.2.3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.
- 6.9.3 Any authorisation of a Conflict under this Article 6.9 may (whether at the time of giving the authorisation or subsequently):
 - 6.9.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
 - 6.9.3.2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in

- discussions (whether at meetings of the Steering Group or otherwise) related to the Conflict;
- 6.9.3.3 provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the Steering Group in relation to any resolution related to the Conflict;
 - 6.9.3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the Steering Group think fit;
 - 6.9.3.5 provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a Director) information that is confidential to a third party, he shall not be obliged to disclose that information to the Forum, or to use it in relation to the Forum's affairs where to do so would amount to a breach of that confidence; and
 - 6.9.3.6 require the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the Steering Group and not to review papers prepared by, or for, the Steering Group to the extent they relate to such matters.
- 6.9.4 Where the Steering Group authorises a Conflict, the Interested Director shall be obliged to conduct himself in accordance with any terms and conditions imposed by the Steering Group in relation to the Conflict.
- 6.9.5 The Directors may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.
- 6.9.6 A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Forum for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Steering Group in accordance with these Articles or by the Forum in General Meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
- 6.9.7 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Forum:
- 6.9.7.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Forum or in which the Forum is otherwise (directly or indirectly) interested;
 - 6.9.7.2 shall be an Eligible Director for the purposes of any proposed decision of the Steering Group (or committee of Directors) in respect of such existing or proposed transaction or arrangement in which he is interested;
 - 6.9.7.3 shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;

- 6.9.7.4 may act by himself or his firm in a professional capacity for the Forum (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director;
- 6.9.7.5 may be a Director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Forum is otherwise (directly or indirectly) interested; and
- 6.9.7.6 shall not, save as he may otherwise agree, be accountable to the Forum for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

6.10 **Records of Decisions to be Kept**

Where decisions of the Steering Group are taken by electronic means, such decisions shall be recorded by the Secretary in permanent form, so that they may be read with the naked eye.

6.11 **Deadlock Resolution**

6.11.1 If at a properly convened meeting of the Steering Group there is no quorum at the meeting and no quorum at the meeting when it is reconvened following an adjournment pursuant to Article 6.7.3 (a "Deadlock"), the Chair shall, within 10 Business Days following the date of the adjourned meeting, convene a General Meeting of the Forum to resolve the matter giving rise to the Deadlock.

6.11.2 If a Deadlock cannot be resolved at the General Meeting called for the purpose of resolving it, the Forum shall be wound up.

7 **MEMBERSHIP**

7.1 **Application for Membership**

7.1.1 There shall be at least 21 Members of the Forum and membership of the Forum shall be open to:

- 7.1.1.1 individuals who live in the Belgravia Area;
- 7.1.1.2 representatives of businesses of all sizes with a place of business in or landowners in the Belgravia Area and persons who work for businesses in the Belgravia Area;
- 7.1.1.3 representatives who are resident in the Belgravia Area of community groups or institutions based in and involved with the Belgravia Area;
- 7.1.1.4 individuals who are elected members of the Council.

in each case who support the purpose of the Forum and complete a membership form.

- 7.1.2 The first members of the Forum shall be those individuals who were Members prior to the date hereof.
- 7.1.3 Other than the first members of the Forum no person shall become a Member unless he has completed an application for membership in the form prescribed by the Steering Group from time to time.
- 7.1.4 The Steering Group shall be entitled to request that any prospective Member provides such information as the Steering Group in its reasonable discretion requests in order to satisfy itself that the prospective Member fulfils the criteria for membership of the Forum set out in Article 7.1.1 and a copy of the application form required by 7.1.3 above shall be circulated electronically to each member of any legal sub-committee of the Steering Group which may have been established (or if no such sub-committee has been established then to the members of the Steering Group) so as to enable the members of such legal sub-committee (or if no such sub-committee has been established a majority of the members of the Steering Group) to satisfy themselves that such prospective Member fulfils such membership criteria.
- 7.1.5 A letter or email will be sent to each successful applicant confirming their membership of the Forum and the details of each successful applicant shall be entered into the Register of Members by the Secretary. Such letter will be sent to a successful applicant as soon as reasonably practicable following receipt of a completed application form and membership is deemed accepted from the date of the letter.
- 7.1.6 The Secretary shall maintain a complete and up to date Register of Members.

7.2 **Termination of Membership**

- 7.2.1 A Member may withdraw from membership of the Forum by giving 10 Business Days' notice to the Forum in writing.
- 7.2.2 Membership of the Forum is not transferable.
- 7.2.3 A person's or business's membership terminates when that person or business dies or ceases to exist or no longer fulfils the criteria for membership of the Forum set out in Article 7.1.1.
- 7.2.4 The Steering Group may terminate the membership of any Member without his consent by giving him written notice if, in the reasonable opinion of the Steering Group:
 - 7.2.4.1 he is guilty of conduct which has or is likely to have a material adverse effect on the Forum or bring the Forum or any or all of the Members and Directors into disrepute; or
 - 7.2.4.2 he has acted or has threatened to act in a manner which is contrary to the interests of the Forum as a whole; or
 - 7.2.4.3 he has failed to observe the terms of the Articles.
- 7.2.5 Following such termination, the Member shall be removed from the Register of Members by the Secretary.
- 7.2.6 The notice to the Member must give the Member the opportunity to be heard in writing or in person as to why his membership should not be terminated. The Steering Group must consider any representations made

by the Member and inform the Member of their decision following such consideration. There shall be no right to appeal from a decision of the Steering Group to terminate the membership of a Member.

8 DECISION MAKING BY MEMBERS

8.1 Meeting of Members

8.1.1 General meetings of the Members shall be held at least once in each Calendar Year. For the avoidance of doubt the General Meeting (as defined below) will satisfy the requirement to hold at least one general meeting.

8.1.2 The Forum shall in each Calendar Year hold at least one general meeting (a "General Meeting"). Provided that the Forum holds its first General Meeting within eighteen months of incorporation it need not hold it in the year of its incorporation.

8.1.3 A General Meeting of the Members may be called by:

8.1.3.1 the Chair; or

8.1.3.2 the Secretary at the request of the Chair; or

8.1.3.3 resolution of the Steering Group and shall in any event be held within 28 days after the receipt by the Secretary of a requisition in writing signed by four persons being Officers or other Steering Group members; or

8.1.3.4 any ten members of the Forum or twenty-five per centum of the members of the Forum if the number of members exceeds fifty at any time by delivering a requisition therefor signed by them to the Secretary which shall take place within 28 days from receipt of the said requisition

8.1.4 any requisition for a General Meeting shall set out the motion(s) proposed to be moved at the General Meeting duly proposed and seconded.

8.1.5 At least 21 day's notification must be given to Members for a General Meeting to be held and such notice must indicate:

8.1.5.1 the proposed date and time of the meeting;

8.1.5.2 where it is to take place; and

8.1.5.3 the agenda for the meeting (the "Agenda").

8.1.6 Members of the Forum must declare any conflict of interest before participating in any discussion, and potentially voting, on any matter. By majority vote of Members present at the relevant meeting an individual may be asked not to participate in such a discussion or vote if it is reasonable to so decide.

8.1.7 Subject to any other provision of these Articles or the Act, the Meeting Chair shall have a wide discretion as to the conduct of any meeting including, without limitation:

8.1.7.1 matters proposed to be voted upon that were not included in the Agenda;

- 8.1.7.2 the conduct of discussions and voting;
- 8.1.7.3 attendance of non-members; and
- 8.1.7.4 exclusion of any Member or non-member from any meeting if it is reasonable to so decide.

8.2 **Attendance and speaking at General Meetings**

- 8.2.1 A person is able to exercise the right to speak at a General Meeting provided such speech shall be relevant to the matter in hand when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 8.2.2 A person is able to exercise the right to vote at a General Meeting when:
 - 8.2.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
 - 8.2.2.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 8.2.3 The Steering Group may make whatever arrangements they consider appropriate to enable those attending a General Meeting to exercise their rights to speak or vote at it.

8.3 **Quorum for General Meetings**

- 8.3.1 No business is to be transacted at a General Meeting if the persons attending it do not constitute a quorum.
- 8.3.2 At least ten Members must be present throughout the meeting for it to be quorate.

8.4 **Votes of Members**

- 8.4.1 All Members shall be entitled to attend General Meetings, to propose motions for discussion in accordance with Article 8.4.2 and to vote provided in each case that they have been validly entered into the register of Members on a date at least six weeks before the date on which the relevant meeting takes place.
- 8.4.2 Any Member wishing to propose a motion at a General Meeting must first submit the proposed motion to the Secretary no less than 10 clear Business Days prior to the date of the relevant General Meeting, for approval by the Steering Group. Subject to the Act, the Steering Group may decide, in its absolute discretion, whether to include any such proposed motion in the Agenda for the meeting provided that any such decision must be approved by at least three-quarters of the members of the Steering Group present at the meeting at which such decision is taken.
- 8.4.3 Subject to the Act, at any General Meeting every Member who is present in person (or by proxy) shall have one vote except that only one vote may be cast for each postal address and for the avoidance of doubt multiple Members at one postal address shall have only one vote between them and where in a block or building there are a number of separate postal addresses each postal address shall entitle the occupiers to one vote

between them and no-one shall be able to vote more than once even if they occupy or own more than one postal address in such block or building.

8.4.4 The Members may:

8.4.4.1 receive and comment on any report from the Steering Group;

8.4.4.2 approve the annual report and accounts, where relevant, in accordance with the Act;

8.4.4.3 approve amendments to the Articles by special resolution;

8.4.4.4 approve draft Neighbourhood Plans; and

8.4.4.5 approve any motions proposed by Members pursuant to Article 8.4.2.

8.5 **Attendance and speaking by Directors and non-members**

8.5.1 Directors may attend and speak at General Meetings.

8.5.2 The Meeting Chair may permit other persons who are not Members of the Forum to attend and speak at a General Meeting, including observers from interested stakeholder groups, statutory bodies and other appropriate organisations or bodies, none of whom will be entitled to vote unless they are Members.

8.6 **Adjournment**

8.6.1 If the persons attending a General Meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the Meeting Chair must adjourn it.

8.6.2 The Meeting Chair may adjourn a General Meeting at which a quorum is present if:

8.6.2.1 the meeting consents to an adjournment, or

8.6.2.2 it appears to the Meeting Chair that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

8.6.3 The Meeting Chair must adjourn a General Meeting if directed to do so by a majority of Members present and voting on a show of hands

8.6.4 When adjourning a General Meeting, the Meeting Chair must:

8.6.4.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Steering Group, and

8.6.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

8.6.5 If the continuation of an adjourned meeting is to take place more than 10 Business Days after it was adjourned, the Forum must give at least five

clear Business Days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):

8.6.5.1 to the same persons to whom notice of the Forum's General Meetings is required to be given, and

8.6.5.2 containing the same information which such notice is required to contain.

8.6.6 No business may be transacted at an adjourned General Meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

9 VOTING AT GENERAL MEETINGS

9.1 Voting: general

9.1.1 Any resolution put to the vote of a General Meeting shall be decided on a show of hands or by secret ballot if called for by any two Members present provided that the Steering Group may determine that voting on a particular resolution or resolutions should be carried out by means of a prior postal secret ballot.

9.1.2 In the event that an equal number of votes are cast on a resolution for the election of a Director the election will be decided on the toss of a coin if there are two tied candidates or by drawing of a lot if there are more than two tied candidates.

9.1.3 If the numbers of votes for and against any resolution at a General Meeting other than a resolution for the election of a Director are equal, the Meeting Chair shall have a casting vote.

9.2 Errors and disputes

9.2.1 No objection may be raised to the qualification of any person voting at a General Meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

9.2.2 Any such objection must be referred to the Meeting Chair whose decision is final.

9.3 Proxies

9.3.1 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which:

9.3.1.1 states the name and address of the Member appointing the proxy;

9.3.1.2 identifies the person appointed to be that Member's proxy and the General Meeting in relation to which that person is appointed;

9.3.1.3 is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Steering Group may determine; ~~and~~

9.3.1.4 is delivered to the address specified by the Secretary of the Forum and is certified to be valid by both the Secretary and the

members of any legal sub-committee of the Forum which may have been established; and

9.3.1.5 is delivered to the Forum in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the General Meeting (or adjourned meeting) to which they relate,

and a proxy notice which is not delivered in such manner shall be invalid, unless the Steering Group, in its discretion, accept the notice at any time before the meeting.

9.3.2 The Forum may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

9.3.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

9.3.4 Unless a proxy notice indicates otherwise, it must be treated as:

9.3.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and

9.3.4.2 appointing that person as a proxy in relation to any adjournment of the General Meeting to which it relates as well as the meeting itself.

9.4 **Delivery of proxy notices**

9.4.1 A person who is entitled to attend, speak or vote at a General Meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Forum by or on behalf of that person.

9.4.2 An appointment under a proxy notice may be revoked by delivering to the Forum a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

9.4.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

9.4.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

9.5 **Amendments to resolutions**

9.5.1 An ordinary resolution to be proposed at a General Meeting may be amended by ordinary resolution if:

9.5.1.1 notice of the proposed amendment is given to the Forum in writing by a person entitled to vote at the General Meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the Meeting Chair may determine), and

9.5.1.2 the proposed amendment does not, in the reasonable opinion of the Meeting Chair, materially alter the scope of the resolution.

- 9.5.2 A special resolution to be proposed at a General Meeting may be amended by ordinary resolution, if:
- 9.5.2.1 the Meeting Chair proposes the amendment at the General Meeting at which the resolution is to be proposed, and
 - 9.5.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 9.5.3 If the Meeting Chair, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the Meeting Chair's error does not invalidate the vote on that resolution.

10 **ADMINISTRATIVE ARRANGEMENTS**

10.1 **Means of Communication to be Used**

- 10.1.1 All correspondence between the Forum and the Members shall be by electronic form except that any ballot papers sent out to Members by post must be returned by post or by hand.
- 10.1.2 The Forum may communicate through a website information regarding the Forum, the Constitution, minutes of Steering Group meetings and ways of joining as a Member.
- 10.1.3 Any notice, document or other information shall be deemed served on or delivered to the intended recipient if properly addressed and sent or supplied by electronic form, one hour after the document or information was sent or supplied.
- 10.1.4 For the purposes of this Article, no account shall be taken of any part of a day that is not a Business Day.
- 10.1.5 In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act.

10.2 **Rules**

The Steering Group may establish rules governing matters relating to company administration that are required from time to time for the effective operation of the Forum (for example, the provisions relating to classes of Members, membership fees and subscriptions and the admission criteria for Members). If there is a conflict between the terms of these Articles and any rules established under this Article, the terms of these Articles shall prevail.

10.3 **Bank Account**

- 10.3.1 The Chair, the Vice Chair, the Secretary and the Treasurer shall all be authorised to use online banking facilities.
- 10.3.2 Cheques shall require the signature of any two of the Chair, the Vice Chair, the Secretary and the Treasurer.

10.4 **Indemnity and Insurance**

10.4.1 Subject to Article 10.4.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

10.4.1.1 each relevant officer shall be indemnified out of the Forum's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties, or in relation to them including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Forum's (or any associated company's) affairs; and

10.4.1.2 the Forum may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 10.4.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

10.4.2 This Article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law and any such indemnity is limited accordingly.

10.4.3 The Steering Group may decide to purchase and maintain insurance, at the expense of the Forum, for the benefit of any relevant officer in respect of any relevant loss.

10.4.4 In this Article:

10.4.4.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

10.4.4.2 a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Forum, any associated company or any pension fund or employees' share scheme of the Forum or associated company; and

10.4.4.3 a "relevant officer" means any Director or other officer of the Forum but excluding in each case any person engaged by the Forum (or associated company) as auditor (whether or not he is also a Director or other officer), to the extent he acts in his capacity as auditor.

10.5 **Winding Up**

On the winding-up or dissolution of the Forum, any assets or property that remain available to be distributed or paid to the Members shall be paid or distributed to local community-based organisations, as agreed by the majority of the Members at the time of winding-up or dissolution.

Annex

Belgravia Neighbourhood Forum Area

