

**COMPANIES ACTS 2006**

**COMPANY LIMITED BY GUARANTEE AND**

**NOT HAVING A SHARE CAPITAL**

**MEMORANDUM AND ARTICLES OF TRUST OF**

**MOULSHAM LODGE**

**COMMUNITY TRUST**

**Companies Acts 2006**

**Company limited by guarantee and  
not having a share capital**

**MEMORANDUM OF TRUST OF  
MOULSHAM LODGE COMMUNITY TRUST**

Each subscriber to this memorandum of Trust wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

**NAMES & AUTHENTICATION OF EACH SUBSCRIBER**

**Name of each Subscriber**

**Signatures Of Subscriber**

**Rosalind Jean Webb** .....

**Mark Springett** .....

**Lorna Joanne Fuller** .....

**Linda Anne Mascot** .....

**Dated: 22<sup>nd</sup> October, 2010**

**Companies Acts 2006**

**Company limited by guarantee and  
not having a share capital**

**ARTICLES OF TRUST OF  
MOULSHAM LODGE COMMUNITY TRUST**

**1. NAME**

The name of the Charity is Moulsham Lodge Community Trust

**2. REGISTERED OFFICE**

The registered office of the Charity is to be in England and Wales

**3. OBJECTS**

To further or benefit the residents of Moulsham Lodge and the neighbourhood, without distinction of sex, sexual orientation, race or of political, religious or other opinions by associating together the said residents and the local authorities, voluntary and other organisations in a common effort to advance education and to provide facilities in the interests of social welfare for recreation leisure time occupation with the objective of improving the conditions of life for the residents

In furtherance of these objects but not otherwise, the trustees shall have power:

3.1 To establish or secure the establishment of a community centre and to maintain or manage or co-operate with any statutory authority in the maintenance and management of such a centre for activities promoted by the charity in furtherance of the above objects

3.2 To advance education, training and retraining

3.3 To promote the health and well-being of the members of the community

**4. POWERS**

The Charity has the following powers, which may be exercised only in promoting the Objects:

4.1 To promote or carry out research

- 4.2 To provide advice
- 4.3 To publish or distribute information
- 4.4 To co-operate with other bodies
- 4.5 To support, administer or set up other charities
- 4.6 To raise funds
- 4.7 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act 1993, as amended by the Charities Act 2006 if it wishes to mortgage land)
- 4.8 To buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
- 4.9 to grant any interest in land or provide, construct, repair, improve or carry out works to buildings, to acquire or hire property of any kind and to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 1993, as amended by the Charities Act 2006);
- 4.10 To make grants or loans of money and to give guarantees
- 4.11 To conduct cultural and heritage tours
- 4.12 To set aside funds for special purposes or as reserves against future expenditure
- 4.13 To deposit or invest funds in any manner (but to invest only after obtaining advice from a financial expert and having regard to the suitability of investments and the need for diversification)
- 4.14 To delegate the management of investments to a financial expert, but only on terms that:
  - 4.14.1 the investment policy is set down in writing for the financial expert by the Trustees
  - 4.14.2 every transaction is reported promptly to the Trustees

- 4.14.3 the performance of the investments is reviewed regularly with the Trustees
- 4.14.4 the Trustees are entitled to cancel the delegation arrangement at any time
- 4.14.5 the investment policy and the delegation arrangement are reviewed at least once a year
- 4.14.6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt
- 4.14.7 the financial expert must not do anything outside the powers of the Trustees
- 4.15 To arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of a financial expert acting under their instructions and to pay any reasonable fee required
- 4.16 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required
- 4.17 To insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as charity trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty
- 4.18 Subject to clause 5, to employ paid or unpaid agents, staff or advisers
- 4.19 To enter into contracts to provide services to or on behalf of other bodies
- 4.20 To establish subsidiary companies to assist or act as agents for the Charity
- 4.21 To pay the costs of forming the Charity
- 4.22 To do anything else within the law which promotes or helps to promote the Objects

## 5. **BENEFITS TO MEMBERS AND TRUSTEES**

- 5.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the members of the Charity, but
- 5.1.1 members who are not Trustees may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied
  - 5.1.2 members (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity
  - 5.1.3 members (including Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Charity
  - 5.1.4 individual members who are not Trustees but who are beneficiaries may receive charitable benefits in that capacity
- 5.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except
- 5.2.1 as mentioned in clauses 4.16, 5.1.2, 5.1.3 or 5.3
  - 5.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity
  - 5.2.3 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings)
  - 5.2.4 payment to any company in which a Trustee has no more than a 1 per cent shareholding
  - 5.2.5 in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance)
- 5.3 Any Trustee (or any firm or company of which a Trustee is a member or employee) may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit but only if

- 5.3.1 the goods or services are actually required by the Charity
- 5.3.2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in clause 5.4
- 5.3.3 no more than one half of the Trustees are subject to such a contract in any financial year
- 5.4 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must:
  - 5.4.1 declare an interest at or before discussion begins on the matter
  - 5.4.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information
  - 5.4.3 not be counted in the quorum for that part of the meeting
  - 5.4.4 withdraw during the vote and have no vote on the matter
- 5.5 This clause may not be amended without the prior written consent of the Commission

## 6. **LIMITED LIABILITY**

The liability of members is limited

## 7. **GUARANTEE**

Every member promises, if the Charity is dissolved while he, she or it remains a member or within 12 months afterwards, to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Charity while the contributor was a member

## 8. **DISSOLUTION**

- 8.1 If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways:
  - 8.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects

8.1.2 directly for the Objects or charitable purposes within or similar to the Objects

8.1.3 in such other manner consistent with charitable status as the Commission approve in writing in advance

8.2 A final report and statement of account must be sent to the Commission

## 9. **INTERPRETATION**

9.1 Words and expressions defined in the Articles have the same meanings in this Memorandum

9.2 References to an Act of Parliament are references to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it

## 10. **MEMBERSHIP**

10.1 The number of members with which the company proposes to be registered is unlimited

10.2 The Charity must maintain a register of members

10.3 The Board may admit to membership any person resident in the Area of Benefit, and any local authority, firm, corporate body or unincorporated Trust working or with an interest in the Area of Benefit who applies to the Charity in the form required by the Trustees and

10.3.1 is approved by the Trustees and

10.3.2 signs the Register of members or consents in writing to become a member either personally or (in the case of a member organisation) through an authorised representative and

10.3.3 provided that only persons and organisations who agree with the objects of the Company and who are admissible to one or more of the membership categories in Article 10.6 shall qualify for membership



- 10.4 The entry for every member in the register of members shall include a note of the category of membership of that member as prescribed in Article 10.6
- 10.5 A member which is a corporate body or unincorporated Trust shall by resolution of its governing body appoint a deputy, who shall, during the continuance of the appointment be entitled to exercise in any General Meeting of the Trust all such rights and powers as the corporate body or unincorporated Trust would exercise if it were an individual person
- 10.6 Every member, upon submission, shall be allocated one of the following categories of membership each with equal voting rights at the absolute discretion of the Board:
- 10.6.1 Resident Member
  - 10.6.2 Community Centre User Group Member
  - 10.6.3 Other Members approved at the discretion of the Trustees
- 10.7 Membership is terminated if the member concerned
- 10.7.1 gives written notice of resignation to the Charity
  - 10.7.2 dies or (in the case of an organisation) ceases to exist
  - 10.7.3 is six months in arrears in paying the relevant subscription (if any) (but in such a case the member may be reinstated on payment of the amount due) or
  - 10.7.4 is removed from membership by resolution of the Trustees on the ground that in their reasonable opinion the member's continued membership is harmful to the Charity (but only after notifying the member in writing and considering the matter in the light of any written representations which the member concerned puts forward within 14 clear days after receiving notice)
- 10.8 Membership of the Charity is not transferable

## 11. GENERAL MEETINGS

- 11.1 Members are entitled to attend and vote at general meetings either personally or (in the case of a member organisation) by an authorised representative. General meetings are called on at least clear 21 days written notice which must be given to all the members and to the Trustees and the auditors
- 11.2 The notice must specify the date time and place of the meeting and the general nature of the business to be transacted. If the meeting is to be an annual general meeting, the notice must say so. The notice must also contain a statement setting out the right of members to appoint a proxy under section 324 of the Companies Act 2006 and article 11.12 of these articles
- 11.3 There is a quorum at a general meeting if the number of members or authorised representatives personally present is at least five or 10% of the members, whichever is the greater
- 11.4 The Chair or (if the Chair is unable or unwilling to do so) Vice-Chair or (if the Vice-Chair is unable or unwilling to do so) some other member elected by those present presides at a general meeting
- 11.5 Except where otherwise provided by the Act, every issue is decided by a majority of the votes cast
- 11.6 Except for the Chair of the meeting, who has a second or casting vote, every member present in person (or through an authorised representative) has one vote on each issue
- 11.7 A written resolution signed by all those entitled to vote at a general meeting is as valid as a resolution actually passed at a general meeting (and for this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature)
- 11.8 The Charity must hold an AGM in every year which all members are entitled to attend. The first AGM may be held within 18 months after the Charity's incorporation
- 11.9 At an AGM the members:
- 11.9.1 receive the accounts of the Charity for the previous financial year

- 11.9.2 receive the Trustees' report on the Charity's activities since the previous AGM
- 11.9.3 accept the retirement of those Trustees who wish to retire or who are retiring by rotation
- 11.9.4 elect persons to be Trustees to fill the vacancies arising
- 11.9.5 appoint auditors for the Charity
- 11.9.6 may confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the Charity and
- 11.9.7 set the amounts of any subscriptions
- 11.9.8 discuss and determine any issues of policy or deal with any other business put before them
- 11.10 Any general meeting which is not an AGM is a general meeting
- 11.11 A general meeting may be called at any time by the Trustees and must be called within 28 days on a written request from at least twenty-five per cent of the members
- 11.12 Proxies: appointment and voting
  - 11.12.1 Any member is entitled to appoint another person as a proxy to exercise all or any of the member's rights to attend and to speak and vote at a general meeting of the charity
  - 11.12.2 The appointment of a proxy shall be executed by or on behalf of the appointer and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Trustees approve)

**“ Moulsham Lodge Community Trust**

I/We, ....., of ....., being a member / members of the above named charity, hereby appoint ..... of ....., or failing him/her, ..... of ....., as my /our proxy to vote in my/our name(s) and on my/our behalf at the general meeting of the charity held on ..... 20\*\*, and at any adjournment thereof.

Signed on ..... 20\*\*”

11.12.3 Where it is desired to afford members an opportunity of instructing the proxy how to act, the appointment of a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Trustees approve)

**“ Moulsham Lodge Community Trust**

I/We, ....., of ....., being a member / members of the above named charity, hereby appoint ..... of ....., or failing him/her, ..... of ....., as my /our proxy to vote in my/our name(s) and on my/our behalf at the general meeting of the charity held on ..... 20\*\*, and at any adjournment thereof.

This form to be used in respect of the resolutions mentioned below as follows:

- Resolution No. 1 \*for \*against
- Resolution No. 2 \*for \*against
- \* strike whichever is not desired.

Unless otherwise instructed, the proxy may vote as s/he thinks fit or abstain from voting.

Signed this ..... Day of ..... 20\*\*”

11.12.4 The appointment of a proxy and any authority under which it is executed (or a copy of such authority certified by a notary or in some other way approved by the Trustees) may be lodged with the charity as follows:

- (i) in the case of an instrument in writing be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the charity in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
- (ii) in the case of an appointment contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications:-

- (a) in the notice convening the meeting, or
- (b) in any instrument of proxy sent out by the charity in relation to the meeting, or
- (c) in any invitation contained in an electronic communication to appoint a proxy issued by the charity in relation to the meeting,

it must be received at such address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote

- (iii) in the case of a poll taken more than 48 hours after it is demanded, be deposited or received as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or
- (iv) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the person chairing the meeting or to the secretary or to any Trustee

11.12.5 An appointment of a proxy which is not deposited, delivered or received in a manner described in sub-clauses 14(4) shall be invalid

11.12.6 A vote given or poll demanded by proxy or by the duly authorised representative of a member which is an organisation shall be valid even if the authority of the person voting or demanding a poll has been determined unless notice of the determination was received by the charity at::

- (i) its registered office, or
- (ii) at such other place at which the instrument of proxy was duly deposited, or

(iii) (where the appointment of the proxy was contained in an electronic communication) at the address at which such appointment was duly received

before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise on the same day as the meeting or adjourned meeting) the time appointed for taking the poll

## **12. THE TRUSTEES**

12.1 The Trustees, as charity trustees, have control of the Charity and its property and funds

12.2 The Trustees when complete consist of at least nine and not more than twelve individuals (including representatives of organisations), all of whom, or whose organisation, must be members

12.3 The Board of Trustees shall consist of the following:-

12.3.1 six elected resident Members

12.3.2 three elected Centre User Group Members

12.3.3 up to three other Co-opted Members with relevant specialist skills and experience elected by the Board

12.4 The subscribers to the Memorandum are the first Trustees of the Charity

12.5 Every Trustee must sign a declaration of willingness to act as a charity trustee of the Charity before he or she is eligible to vote at any meeting of the Trustees

12.6 At the second and each subsequent annual general meeting one third of all the Trustees must retire from office on the basis of the longest serving or by straw poll which shall take effect upon the conclusion of the meeting, and Trustees may hold office for no longer than six consecutive years

12.7 Trustees may be appointed by notice of the Trustees

12.8 A Trustee's term of office automatically terminates if he or she:

- 12.8.1 is disqualified under the Charities Act 1993 from acting as a charity trustee
  - 12.8.2 is incapable, whether mentally or physically, of managing his or her own affairs
  - 12.8.3 is absent from three consecutive meetings of the Trustees without for a reason or reasons not acceptable to the Trustees
  - 12.8.4 ceases to be a member
  - 12.8.5 resigns by written notice to the Trustees (but only if at least two Trustees will remain in office)
  - 12.8.6 is removed by resolution passed by at least seventy-five percent of the members present and voting at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views or
- 12.9 The Trustees may at any time co-opt any person (but not more than three at any one time) duly qualified to be appointed as a Trustee to fill a vacancy in their number or subject to clause 12.3.5 as an additional Trustee, but a co-opted Trustee holds office only until the next AGM
- 12.10 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

### **13. PROCEEDINGS OF TRUSTEES**

- 13.1 The Trustees must hold at least four meetings each year
- 13.2 A quorum at a meeting of the Trustees is at least four of the Trustees and with at least one from each of the Residents and Centre User groups
- 13.3 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants

- 13.4 The Chair or (if the Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting
- 13.5 Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution signed by all the Trustees is as valid as a resolution passed at a meeting (and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature)
- 13.6 Except for the Chair of the meeting, who has a second or casting vote, every Trustee has one vote on each issue
- 13.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

#### 14. **POWERS OF TRUSTEES**

The Trustees have the following powers in the administration of the Charity:

- 14.1 Shall manage the business of the charity and may exercise all the powers of the charity unless they are subject to any restrictions imposed by the 2006 Act, these articles or any special resolution
- 14.2 to appoint (and remove) any member (who may be a Trustee) to act as Secretary to the Charity in accordance with the Act
- 14.3 to appoint a Chair, Secretary, Treasurer and other honorary officers from among their number
- 14.4 to delegate any of their functions to committees consisting of two or more individuals appointed by them (but at least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees)
- 14.5 to make Standing Orders consistent with the Memorandum, these Articles and the Act) to govern proceedings at general meetings
- 14.6 to make Rules consistent with the Memorandum, these Articles and the Act to govern proceedings at their meetings and at meetings of committees



- 14.7 to make Regulations consistent with the Memorandum, these Articles and the Act to govern the administration of the Charity and the use of its seal (if any)
- 14.8 to establish procedures to assist the resolution of disputes within the Charity
- 14.9 to exercise any powers of the Charity which are not reserved to a general meeting

**15. RECORDS & ACCOUNTS**

15.1 The Trustees must comply with the requirements of the Companies Act 2006 and of the Charities Acts 1993 and 2006 as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:

15.1.1 annual reports

15.1.2 annual returns

15.1.3 annual statements of account

15.2 The Trustees must keep proper records of

15.2.1 all proceedings at general meetings

15.2.2 all proceedings at meetings of the Trustees

15.2.3 all reports of committees and

15.2.4 all professional advice obtained

15.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by members who are not Trustees if the Trustees so decide.

15.4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or member, or to any other person who makes a written request and pays the Charity's reasonable costs, within two months

## 16. NOTICES

- 16.1 Notices under these Articles may be sent by hand, or by post or by suitable electronic means or (where applicable to members generally) may be published in any suitable journal or newspaper circulating in area of benefit or any newsletter distributed by the Charity
- 16.2 The only address at which a member is entitled to receive notices is the address shown in the register of members
- 16.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received
- 16.3.1 48 hours after being sent by electronic means or delivered by hand to the relevant address
- 16.3.2 two clear days after being sent by first class post to that address
- 16.3.3 three clear days after being sent by second class or overseas post to that address
- 16.3.4 on the date of publication of a newspaper containing the notice
- 16.3.5 on being handed to the member (or, in the case of a member organisation, its authorised representative) personally or, if earlier,
- 16.3.6 as soon as the member acknowledges actual receipt
- 16.4 A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

## 17. DISSOLUTION

- 17.1 The members of the charity may at any time before, and in expectation of, its dissolution resolve that any net assets of the charity after all its debts and liabilities have been paid, or provisions made for them, shall on or before the dissolution of the charity be applied or transferred in any of the following ways:
- 17.1.1 directly for the Objects; or

- 17.1.2 by transfer to any charity or charities for purposes similar to the Objects;  
or
- 17.1.3 to any charity or charities for use for particular purposes that fall within the Objects.
- 17.2 Subject to any such resolution of the members of the charity, the Trustees of the charity may at any time before and in expectation of its dissolution resolve that any net assets of the charity after all its debts and liabilities have been paid, or provision made for them, shall on or before dissolution of the charity be applied or transferred:
- 17.2.1 directly for the Objects; or
- 17.2.2 by transfer to any charity or charities for purposes similar to the Objects;  
or
- 17.2.3 to any charity or charities for use for particular purposes that fall within the Objects
- 17.3 In no circumstances shall the net assets of the charity be paid to or distributed among the members of the charity (except to a member that is itself a charity) and if no resolution in accordance with article 17.1 is passed by the members or the Trustees the net assets of the charity shall be applied for charitable purposes as directed by the Court or the Commission

## 18. INTERPRETATION

In the Memorandum and in these Articles:

'The 2006 Act	means the Companies Act 2006
'AGM'	means an annual general meeting of the Charity
'Area of Benefit'	means Moulsham Lodge, Tile Kiln, Princes Gate and immediate surrounds
'these Articles'	means these articles of Trust
'authorised representative'	means an individual who is authorised by a member organisation to act on its behalf at

	meetings of the Charity and whose name is given to the Secretary
'Chair'	means the Chair of the Trustees
'the Charity'	means the company governed by these Articles
'charity trustee'	has the meaning prescribed by section 97(1) of the Charities Act 1993
'clear day'	means 24 hours from midnight following the relevant event
'the Commission'	means the Charity Commissioners for England and Wales
'General Meeting'	means a general meeting of the Charity
'material benefit'	means a benefit which may not be financial but has a monetary value
'member' and 'membership'	refer to membership of the Charity
'Memorandum'	means the Charity's Memorandum of Trust
'month'	means calendar month
'the Objects'	means the Objects of the Charity as defined in clause 3 of the Memorandum
'Secretary'	means the Secretary of the Charity
'taxable trading'	means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects and the profits of which are liable to tax
'Trustee'	means a director of the Charity and 'Trustees' means all of the directors
'written' or 'in writing'	refers to a legible document on paper including a fax message
'year'	means calendar year

Words importing one gender shall include all genders, and the singular includes the plural and vice versa

- 18.1 Expressions defined in the 2006 Act shall be given the same meaning in the Memorandum and these Articles
- 18.2 Unless the context otherwise requires words or expressions contained, these articles have the same meaning as in the 2006 Act but excluding any statutory modification not in force when this constitution becomes binding on the charity
- 18.3 References to an Act of Parliament are to the relevant Act as amended or re-enacted from time to time and to any subordinate legislation made under it.