

**THE COMPANIES ACTS 1985 AND 1989**  
**COMPANY LIMITED BY GUARANTEE AND**  
**NOT HAVING A SHARE CAPITAL**  
**MEMORANDUM OF ASSOCIATION OF**  
**THE HACKNEY SOCIETY LIMITED**

1. The company's name is THE HACKNEY SOCIETY LIMITED (and in this document it is called "the Charity")
2. The registered office of the Company will be situated in England.
3. The charity's objects ("the Objects") are broadly for the public benefit in the area comprising the London Borough of Hackney ("the Area of Benefit") and more specifically:
  - (I) To promote high standards of planning, architecture and conservation in or affecting the Area of Benefit;
  - (II) To educate and foster public interest in the history, architecture and character of the Area of Benefit; and
  - (III) To secure the preservation, protection, development and improvement of features of historic or public interest in the Area of Benefit.
4. In furtherance of the above primary objects but not further or otherwise the Company shall have the following powers:
  - A
    - (I) To promote civic pride in the Area of Benefit;
    - (II) To promote research into subjects directly connected with the Objects of the Charity and to publish the results of any such research;
    - (III) To promote high standards of design, construction and conservation, including through making comments on planning applications in the borough;
    - (IV) To publish papers, reports and other literature which celebrate Hackney's social, cultural and architectural history;
    - (V) To make surveys and prepare maps and plans and collect information in relation to any place, erection or building of beauty or historic interest within the Area of Benefit;
    - (VI) To organise public events including talks, guided walks, exhibitions and site visits; and
    - (VII) To educate the public within the Area of Benefit by giving advice and information.
  - B To organise, promote and encourage fund raising activities, schemes and systems to support the carrying on of the foregoing objects (or any of them);
  - C To raise funds and invite and receive contributions from any person or company by way of subscriptions, grants, donations or otherwise or raise money in any way including to carry on trade but not by means of taxable trading;
  - D. To take any gift of property whether subject to any special trust or not for any one or more of the foregoing objects of the Company;
  - E. To invite and accept subscriptions and donations (whether of real or personal estate) and devises and bequests and to sell and dispose of, to lease and accept surrenders of leases of and manage all real estate (including leaseholds) so received and not required to be or capable of being occupied for the objects of the Company and generally to manage, invest and expend all monies belonging to the Company;
  - F. To purchase, take on lease, licence or in exchange, hire or otherwise acquire any real and personal estate, which may be deemed necessary or convenient for any of the purposes of the Company (including investment purposes);
  - G. To provide, endow, furnish and fit out with all necessary furniture and other equipment, and maintain and manage buildings and other premises;

- H. To sell, manage, lease, mortgage, dispose of or otherwise deal with all or any part of the real and personal estate of the Company;
- I. To receive money on deposit upon such terms as the Company may approve;
- J. To borrow and raise money in such manner as the Company may think fit whether or not by issue of debentures or debenture stock and whether charged upon the whole or any part of the undertaking property or assets of the Company (present and future) or however and to redeem purchase or pay off any such securities;
- K. To invest and deal with the monies of the Company in such manner as may from time to time be determined and to accumulate and set aside funds for special purposes or as reserves;
- L. To invest the monies of the Company not immediately required for its purposes in such investments, securities or property as may be thought fit, whether income yielding or not, subject nevertheless to such conditions (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided;
- M. To employ officers and servants;
- N. To establish and support and to aid in the establishment and support of any company, institution, society or association formed with objects similar to all or any of the objects of this Company;
- O. To amalgamate, merge or join with any company, institution, society, or association having objects wholly or in part similar to those of the Company;
- P. To purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the companies, institutions, societies or associations with which the Company is authorised to amalgamate, merge or join;
- Q. To transfer all or any part of the property, assets, liabilities and engagements of this Company to any one or more of the companies, institutions, societies or associations with which the company is authorised to amalgamate merge or join;
- R. To promote any company for the purpose of acquiring all or any of the property and liabilities of the Company, or for any other purpose directly or indirectly calculated to further the objects of the Company;
- S. To enter into contracts, agreements and arrangements with any other company;
- T. To carry on any business, trade or activity in pursuance of the objects hereof, whether as principal, agent, partner or joint venturer and whether in the name of the Company or associated or connected company, firm, institution, society or association and whether on its own account or as trustee or agent of any other person, firm, company, institution, society or association;
- U. To enter into contracts, agreements and arrangements with any other company for the carrying out by such other company on behalf of the Company of any of the objects for which the Company is formed;
- V. To make such charges as the Company shall consider fit for or to provide free of charge any of the services provided by the Company;
- W. To publicise the objects of the Company and to mobilise public interest and support for the objects of the Company;
- X. To enter into any arrangements with any governmental authorities, supreme, municipal, local or otherwise, and to obtain from any such governmental authority any rights, privileges, and concessions and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions;
- Y. To pay out of the funds of the Company all expenses which the Company may lawfully pay of or incident to the formation, registration and advertising of or raising money for the Company, and to remunerate any person, firm or company rendering service to the Company;

- Z. To draw, make, accept, endorse, discount, execute and issue promissory notes, cheques, warrants, debentures and other negotiable and transferable instruments;
- AA. To sell, lease, share, exchange, let on hire, or dispose of any real or personal property of the Company, or any part or parts thereof, for such consideration as the Company may think fit, and, in particular, for debentures or securities of any other company, whether or not having objects altogether, or in part, similar to those of the Company, and to hold and retain any debentures or securities so acquired, and to improve, manage, sell, exchange, lease, mortgage, dispose of or turn to account or otherwise deal with all or any part of the property or rights of the Company;
- BB. To do all or any of the above things in any part of the world and as principal, agent, contractor, trustee or otherwise, and by or through trustees, agents or otherwise, and either alone or in conjunction with others, and to procure the Company to be registered or recognised in any foreign country or place;
- CC. To give or receive any guarantee or indemnity;
- DD. To undertake any charitable trust;
- EE. To insure any risks arising from the Company's activities;
- FF. To provide Indemnity Insurance to cover liability of the Trustees:
- (i) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust, or breach of duty of which they may be guilty in relation to the Company;
  - (ii) to make contributions to the assets of the Company in accordance with the provisions of section 214 of the Insolvency Act 1986.
- Any such insurance in the case of FF (i) shall not extend to:
- (i) any liability resulting from conduct which the Trustees knew, or must be assumed to have known was not in the best interests of the Company, or which the Trustees did not care whether it was in the best interests of the Company or not;
  - (ii) any liability to pay the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the Trustees;
  - (iii) any liability to pay a fine.
- Any insurance in the case of FF (ii) shall not extend to any liability to make such a contribution where the basis of the Trustee's liability is his knowledge prior to the insolvent liquidation of the Company (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Company would avoid going into insolvent liquidation;
- GG. To make such ex gratia payments as are considered reasonable and fair with the consent of the Charity Commission;
- HH. To do all such other things as shall further the attainment of the above objects, or any of them.

And it is hereby declared that the word "company" in the Clause shall be deemed to include any person or partnership or other body of persons whether domiciled in the United Kingdom or elsewhere, and words denoting the singular number only shall include the plural number and vice versa, and the powers specified in each paragraph of this Clause shall, except where otherwise Expressed in such paragraph, be regarded as independent powers, and not limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company.

5 5.1 The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in the Memorandum of Association and no portion thereof shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Company or Trustees. None of the income or property of the Charity may be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to any member of the Charity.

5.2 No Director may:

- (a) buy any goods or services from the Charity;
- (b) sell goods, services, or any interest in land to the Charity;
- (c) be employed by, or receive any remuneration from the Charity;
- (d) receive any other financial benefit from the Charity;

unless:

- (i) the payment is permitted by 5.4 below and the Directors follow the procedure and observe the conditions set out in 5.5; or
- (ii) the Directors obtain the prior written approval of the Commission and fully comply with any procedures it prescribes.

### 5.3

- (a) A Director may receive a benefit from the Charity in the capacity of a beneficiary of the Charity.
- (b) A Director may be employed by the Charity or enter into a contract for the supply of goods or services to the Charity, other than for acting as a Director.
- (c) A Director may receive interest on money lent to the Charity at a reasonable and proper rate not exceeding 2% per annum below the base rate of a clearing bank to be selected by the Directors.
- (d) A company of which a Director is a member may receive fees, remuneration or other benefit in money or money's worth provided that the shares of the company are listed on a recognised stock exchange and the Director holds no more than 1% of the issued capital of that company.
- (e) A Director may receive rent for premises let by the Director to the Charity if the amount of the rent and the other terms of the lease are reasonable and proper.

### 5.4

- (a) The Charity and its Directors may only rely upon the authority provided by sub-clause 5.3 if each of the following conditions is satisfied:
  - (i) The remuneration or other sums paid to the Director do not exceed an amount that is reasonable in all the circumstances.
  - (ii) The Director is absent from the part of any meeting at which there is discussion of:
    - his or her employment or remuneration, or any matter concerning the contract; or
    - his or her performance in the employment, or his or her performance of the contract; or
    - any proposal to enter into any other contract or arrangement with him or her or to confer any benefit upon him or her that would be permitted under 5.4; or
    - any other matter relating to a payment or the conferring of any benefit permitted by 5.4.
  - (iii) The Director does not vote on any such matter and is not to be counted when calculating whether a quorum of Directors is present at the meeting.
  - (iv) The other Directors are satisfied that it is in the interests of the Charity to employ or to contract with that Director rather than with someone who is not a Director. In reaching that decision the Directors must balance the advantages of employing a Director against the disadvantages of doing so (especially the loss of the Director's services as a result of dealing with the Director's conflict of interest).
  - (v) The reason for their decision is recorded by the Directors in the minute book.
  - (vi) A majority of the Directors then in office have received no such payments.
- (b) The employment or remuneration of a Director includes the engagement or remuneration of any firm or company in which the Director is:

- (i) a partner;
- (ii) an employee;
- (iii) a consultant;
- (iv) a director; or
- (v) a shareholder, unless the shares of the company are listed on recognised stock exchange and the Director holds less than 1% of the issued capital.

#### 5.5

- (a) In clause 5:

"Charity" shall include any company in which the Charity:

- (i) holds more than 50% of the shares; or
- (ii) controls more than 50% of the voting rights attached to the shares; or
- (iii) has the right to appoint one or more directors to the Board of the company
- (b) "Director" shall include any child, parent, grandchild, grandparent, brother, sister or spouse of the Director or any person living with the Director as his or her partner.

6. The liability of the members is limited.

7. Every member of the Charity undertakes to contribute such amount as may be required (not exceeding £10) to the Charity's assets if it should be dissolved while he or she is a member or within one year after he or she ceases to be a member, for payment towards the Charity's debts and liabilities (limited to the amount of the paid up subscription contracted before he or she ceases to be a member) and towards the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

8. 8.1 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 provision has been made for them, shall on or before the dissolution of the Charity be applied or transferred in any of the following ways:

- (a) directly for the Objects; or
- (b) by transfer to any charity or charities for purposes similar to the Objects; or
- (c) to any charity for use for particular purposes that fall within the Objects;

8.2 Subject to any such resolution of the members of the Charity, the Directors 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 dissolution of the Charity be applied or transferred:

- (a) directly for the Objects; or
- (b) by transfer to any charity or charities for purposes similar to the Objects; or
- (c) to any charity or charities for use for particular purposes that fall within the Objects.

8.3 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 such resolution is passed by the members or the Directors the net assets of the Charity shall be applied for charitable purposes as directed by the court or the Commission.



Company number: 04574188

**THE COMPANIES ACTS 1985 AND 1989**

**Company Limited by Guarantee and not having a Share Capital**

**ARTICLES OF ASSOCIATION OF**

**THE HACKNEY SOCIETY LIMITED**

**1 Meaning of Words**

1.1 In these Articles and the Memorandum the words in the first column of the table below will have the meanings shown opposite them in the second column, as long as this meaning is consistent with the subject or context: -

1.2	<b>Words</b>	<b>Meanings</b>
	Act	The Companies Acts 1985 and 1989 and as amended by subsequent acts or re enactments
	Articles	These Articles of Association
	Board	The Board of Trustees of the Company whose members are the directors of the Company and are charity trustees
	Chair	The Chair of the Board
	Charity Commission	The Charity Commission of England and Wales
	Clear Day	24 hours from midnight following the relevant event
	Company	The Hackney Society Limited
	Month	Calendar month
	Office	The registered office of the Company
	Regulations	Any rules, standing orders or regulations made in accordance with these Articles
	Seal	The common seal of the Company
	Signed	Shall include faxes of signatures
	Taxable Trading	Carrying on a trade or business for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, the profits of which are subject to corporation tax
	Trustee	The directors of the Company
	United Kingdom	Great Britain and Northern Ireland
	In Writing	Written, printed or lithographed or partly one and partly another, and other ways of showing and reproducing words in a visible form including by e-mail or fax

1.3 Words in the singular form include the plural and vice versa.

1.4 The words "person" or "people" include corporations.

1.5 Apart from the words defined above, any words or expression defined in the Act or any change to the Act in force when these Articles become binding on the Company will have the same meanings in these Articles, provided they are consistent with the subject or context.

1.6 Headings are not part of the Memorandum or Articles.

## **2 The Constitution of the Company; Rights of Inspection by Members**

2.1 The Company is established for the objects shown in the Memorandum of Association.

2.2 A copy of the Memorandum and Articles and any Regulations must be available for inspection at the Office. Any member must be given a copy of these on payment of a reasonable fee fixed by the Board.

## **3 Members**

3.1 The number of members of the Company is unlimited.

3.2 The Company must keep at the Office a register of members showing their name, address and date of membership.

3.3 The register is available for inspection.

## **4 Membership**

4.1 The initial members are the subscribers who signed these Articles.

4.2 Membership is open to the following: -

(a) Any individual aged 18 or over whom the Board decides to admit to membership and who provides to the Company such information for the time being required by the Board to be supplied by prospective members and who pays to the Company any subscription for the time being prescribed by the Board for the class of membership in question and applicable to the person in question

(b) Any organisations which the Board decides to admit to membership.

4.3 A member which is an organisation must, if asked, give a copy of its constitution to the Company and otherwise comply with the requirements for members under Article 4.2(a).

4.4 Each member which is an organisation has the right to appoint one representative. At any time by giving notice in Writing to the Company, that member can cancel the appointment of its representative and appoint another instead. The member must confirm the name of its representative at the Company's request. The representative has the right to attend and to vote at general meetings of the Company and any vote given shall be valid unless prior to the vote the Company receives written notice ending the representative's authority.

4.5 Members which are organisations stop being members in the same way as individual members stop being members.

4.6 The Board may delegate the power to admit members.

## **5 No transfer of Membership**

5.1 None of the rights of any member of the Company may be transferred or transmitted to any other person.

## **6 Ending of Membership**

6.1 A member stops being a member of the Company if:

6.2 the member resigns from membership by giving notice in Writing to the Company. The member shall not be entitled to any refund of subscription; or

6.3 membership is ended under Article 7 in which case the member is not entitled to any refund of subscription.

## **7 Removal from Membership**

7.1 The Board may suspend the rights of any member by giving the member notice in Writing of the suspension.

7.2 Within 28 days of receiving that notice the member can appeal in Writing to the company against the suspension. If no appeal is received within the time limit, the member automatically stops being a member. If an appeal is received within the time limit, the suspension must be considered by the Board or a committee appointed by the Board. The member has the right to be heard at the meeting or may make written representations. The meeting must either confirm the suspension, in which case membership ends, or lift the suspension.

## **8 General Meetings**

- 8.1 Each year, the Company must hold an annual general meeting in addition to any other general meeting in that year. The annual general meeting must be specified as such in the notices calling it. The first annual general meeting must be held within 18 months of the incorporation of the Company and not more than 15 months must pass between one annual general meeting and the next.
- 8.2 (a) Notice of every general meeting shall be given in any manner authorised by these articles or the Act to every member entitled to notice.  
(b) No other person shall be entitled to receive notices of general meetings.

## **9 Extraordinary General Meetings**

- 9.1 All general meetings except annual general meetings are called extraordinary general meetings.

## **10 Calling of Extraordinary General Meetings**

- 10.1 The Board may call an extraordinary general meeting whenever they wish. Such a meeting must also be called if not less than ten percent of the members of the Company request it in writing.

## **11 Notice of General Meetings**

- 11.1 The minimum periods of notice required to hold a general meeting of the Charity are:
- twenty-one clear days for an annual general meeting and an extraordinary general meeting called for the passing of a special resolution;
  - fourteen clear days for all other extraordinary general meetings.
- 11.2 A general meeting may be called by shorter notice if it is so agreed:
- in the case of an annual general meeting, by all the members entitled to attend and vote at that meeting; and
  - in the case of an extraordinary general meeting, by a majority in number of members having a right to attend and vote at the meeting who together hold not less than 95 percent of the total voting rights.
- 11.3 The notice must specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such.

## **12 Quorum**

- 12.1 Business may be done at a general meeting only if a quorum of members is present in person or by proxy - when the meeting begins to deal with its business. A quorum is six members present in person - except that at any extraordinary general meeting summoned on requisition one half of the requisitionists shall be a quorum unless shown differently below.

## **13 Adjournment if no Quorum**

- 13.1 If the meeting is called by the demand of members, it must be dissolved if, within half an hour after the appointed starting time, a quorum is not present. If called in any other way, the meeting must be adjourned to another day, time and place as the Board may decide.
- 13.2 If at the adjourned meeting a quorum is not present within half an hour after the appointed starting time, the members present will be a quorum.

## **14 Chair**

- 14.1 The Chair (if any) of the Board should normally preside as Chair at every general meeting of the Company. If there is no Chair, or if he/she will not be present within 15 minutes after the appointed starting time or is unwilling to take the chair the Board shall select the Chair of the meeting.

## **15 Adjournment of the Meeting**

- 15.1 The Chair may, with the consent of any meeting at which a quorum is present (and must if so directed by the meeting), adjourn the meeting from time to time and from place to place. But no business may be done at any adjourned meeting except business left unfinished at the meeting from which the adjournment took place.
- 15.2 It is not necessary to give any notice of an adjourned meeting nor of the business to be done at it.

## **16 Voting on Resolutions**

- 16.1 At any general meeting a resolution put to the vote of the meeting is decided by a simple majority on a show of hands unless a poll is demanded (before or after the result of the show of hands is declared). A poll can be demanded by the Chair or a member or member's representative who is present. Members may vote by a proxy.
- 16.2 The Board may by a resolution approved by 75% of the current membership of the Board authorise the use of a postal or electronic ballot for the election of Trustees.

## **17 Declaration of Chair is Final**

- 17.1 Unless a poll is demanded, the Chair's declaration that a resolution has been carried by a particular majority or lost on a show of hands and an entry saying so in the minute book is conclusive evidence of the result. The number or proportion of the votes need not be entered in the minute book.
- 17.2 The demand for a poll may be withdrawn.

## **18 When a poll is taken**

- 18.1 A poll must be taken immediately, if it is correctly demanded to elect a Chair or to decide upon an adjournment. Polls about other things will be taken whenever the Chair says so. Business which is not the subject of a poll may be dealt with before or during the poll.
- 18.2 The Chair will decide how a poll will be taken. The result of a poll will be treated as a resolution of the meeting.

## **19 Voting and Speaking**

- 19.1 Every member including the Chair has one vote. If the votes are level, the Chair has a casting vote.
- 19.2 The auditor or reporting accountant has the right to attend and speak.
- 19.3 A Trustee shall have the same rights to attend and speak but not vote as a member if he or she is not a member.
- 19.4 Any person as the Board shall determine shall be entitled to be present and speak at any meeting but shall not have any right to vote.

## **20 Management by the Board**

- 20.1 The business of the Company is managed by the Board. They may pay all the expenses of promoting and registering the Company. They may use all powers of the Company which are not, by the Act or by these Articles, required to be used by a general meeting of the Company. But the Trustees are at all times governed first by the Act, second by the Memorandum and Articles, and third by any Regulations that a general meeting and / or the Board may prescribe.

## **21 Payment of Subscriptions**

- 21.1 All members must pay the subscriptions (if any) that the Board decides from time to time. The Board may create different classes of membership and may prescribe different rates of subscription for persons in different circumstances and may make such regulations regarding payment of subscription and the rights attaching to various classes of membership or otherwise ancillary thereto as they may think fit.

## **22 Cheques and Bills etc**

22.1 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Company shall indicate the name of the Company in full and must be signed, drawn, accepted, endorsed, or otherwise made in the way that the Board decides from time to time and cheques shall be signed by two Trustees unless the Board otherwise decides.

## **23 Indemnity of Trustees**

23.1 Subject to the provisions of the Act every Director or other officer of the Charity may be indemnified out of the assets of the Charity against any liability incurred by him in that capacity in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Charity.

## **24 Payment of reasonable expenses to Trustees of the Board**

24.1 The Trustees may be paid reasonable out-of-pocket expenses that they have properly incurred in connection with the business of the Company but shall not be paid any other remuneration except as permitted in the Memorandum of Association.

## **25 The Keeping of Minutes**

25.1 The Board must have minutes entered in the minute books:-

- (a) of all appointments of officers by the Board;
- (b) of the names of the Trustees present at each of its meetings and of any committee of the Board;
- (c) of all resolutions and proceedings at all meetings of:
- (d) (i) The Company;  
(ii) The Board; and  
(iii) Committees of the Board.

## **26 The Make-up of the Board**

26.1 The first Board consists of those people named in Statement of First Directors filed under Section 10 of the Act and sent to the Registrar of Companies when the Company is formed or appointed by them. They hold office until the first annual general meeting. After that, the Board consists of:-

- (a) At least five persons elected by members of the Company five including officers of the Society and (unless otherwise determined by ordinary resolution) shall not be subject to any maximum.
- (b) Where a Trustee retires or is removed from the Board the Board may appoint a replacement to fill the vacancy until the next annual general meeting who shall then be eligible for re-election.

## **27 Retirement of members of the Board**

27.1 Subject to clause 30 below, membership of the Board shall be for the period until the conclusion of the next but one annual general meeting after their election or appointment, except that the Chair shall continue to be a Trustee until s/he has been replaced. All Trustees shall be eligible for re-election.

## **28 Change in composition of the Board**

28.1 The make-up and number of the Board may be varied but not reduced below three. Variation can be by an ordinary resolution approved by a general meeting in favour of such change of the members entitled to vote at the meeting.

## **29 Notification of Change of members of the Board to the Registrar of Companies**

29.1 All appointments, retirements or removals of Trustees and the Company Secretary must be notified to the Registrar of Companies.

### **30 Filling vacancies in the Board and Co-option**

- 30.1 The Board can appoint anyone to fill a vacancy in the membership of the Board. They will hold office until the next annual general meeting.
- 30.2 The Board may also co-opt up to three additional persons onto the Board or to replace vacancies arising from retirement or removal who shall hold office until the next annual general meeting.
- 30.3 Such appointees or co-optees will be eligible for re-election or re-co-option or re-appointment and may vote at meetings of the Board.

### **31 Ending of Board Membership**

- 31.1 A Trustee ceases to hold office if he or she:-
- (a) becomes bankrupt or makes any arrangement or composition with his or her creditors generally; or
  - (b) becomes barred from membership of the Board because of any order made under the Act or by virtue of Section 72 of the Charities Act 1993; or
  - (c) becomes incapable whether mentally or physically of managing his or her own affairs; or
  - (d) resigns the office by notice in writing to the Company but only if at least three Trustees will remain in office when the resignation takes effect; or
  - (e) is absent without notice for 3 consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign; or
  - (f) is directly or indirectly involved in any contract with the Company and fails to declare the nature of his or her interest in the proper way. The proper way is by giving notice at the first meeting at which the contract is discussed or the first meeting after the member became interested in the contract; or
  - (g) is removed from office.

### **32 Removal of a Trustee by the Board**

- 32.1 A Trustee may be removed from office by the decision of the Directors at a properly convened board meeting.

### **33 Meetings of the Board**

- 33.1 The Board may meet, adjourn and run its meetings as it wishes, subject to the rest of these Articles.
- 33.2 Questions arising at any meeting must be decided by a majority of votes. Every Trustee has one vote including the Chair. If the votes are equal, the Chair has a second or casting vote.
- 33.3 A Trustee may, and the Secretary if requested by a Trustee must, summon a meeting of the Board.
- 33.4 Notice of a meeting need not be given to any Trustee who is out of the United Kingdom.
- 33.5 Meetings may be held in person or by suitable electronic means agreed by the Board in which all participants may communicate with all other participants.
- 33.6 Any two Trustees may at any time, and the Secretary shall, upon the request in Writing of such two Trustees, summon a meeting of the Board stating the general particulars of all business to be considered at such meeting which shall be sent by post to each Trustee at least three days before such meeting, unless urgent circumstances require shorter notice; but the proceedings of any meeting shall not be invalidated by any irregularity in respect of such notice, or by reason of any business being considered which is not comprised in such general particulars.

### **34 Officers of the Board**

- 34.1 The Board may elect or remove a Chair, treasurer and any other officers that it wishes from among the Trustees. The Chair shall hold office until s/he has been replaced at the first Board meeting after the annual general meeting of the Company. All office holders are eligible for re-election.

- 35 Quorum for the Board**
- 35.1 The quorum necessary for business to be done at a Board meeting is one third of the number of Trustees.
- 36 Vacancies on the Board**
- 36.1 The Board may act despite any vacancy on the Board, but if the number of Trustees falls below the quorum, it may act only to summon a general meeting of the Company.
- 37 A Resolution may be Approved by Signature Without a Meeting**
- 37.1 A resolution in writing signed by all the Trustees or any committee is as valid as if it had been passed at a properly held meeting of the Board or committee. The resolution may consist of several documents in the same form signed by one or more members of the Board or committee.
- 38 Validity of Acts Done at Meetings**
- 38.1 If it is discovered that there was some defect in the procedure at a meeting or the appointment of a Trustee or that he or she was disqualified, anything done before the discovery at any meeting of the Board is as valid as if there were no defect or disqualification.
- 39 Delegation by the Board to Committees**
- 39.1 The Board may delegate the administration of any of its powers to committees consisting of one or more Trustees or to a Trustee and a committee or a Trustee must conform to any rules that the Board imposes on it.
- 39.2 The Board may co-opt any person or people to serve on the committee.
- 39.3 All acts and proceedings of the committee or Trustee must be reported to the Board as soon as possible.
- 40 Chair of Committees**
- 40.1 A committee may elect a chair of its meetings if the Board does not nominate one.
- 40.2 If at any meeting the committee's chair is not present within 10 minutes after the appointed starting time, the members present may choose one of their number to be chair of the meeting.
- 41 Meetings of Committees**
- 41.1 A committee may meet and adjourn whenever it chooses.
- 41.2 Questions at the meeting must be decided by a majority of votes of the members present.
- 41.3 A committee must have minutes entered in minute books. Copies of these minutes must be given to all Trustees.
- 42 Appointment and Removal of the Company Secretary**
- 42.1 The Board may appoint and remove the Company Secretary and may decide his or her period of office, pay (if not a Trustee) and conditions of service.
- 43 Actions of Directors and Company Secretary**
- 43.1 The Act says that some actions must be taken both by a Trustee and by the Company Secretary. If one person is both a Trustee and the Company Secretary, it is not enough for him or her to do the action first as a Trustee and then as Company Secretary or vice versa.
- 44 Proper Accounts must be Kept**
- 44.1 Accounts shall be prepared in accordance with the Act.
- 45 Books must be Kept at the Office**
- 45.1 The books of account must be kept at the Office or at other places decided by the Board. The books of account must always be open to inspection by Trustees.

#### **46 Inspection of Books**

46.1 The Trustees must decide whether, how far, when, where and under what rules the books of account may be inspected by members who are not Trustees. A member who is not a Trustee may only inspect a book of account or document of the Company if the right is given by law or authorised by the Trustees or a general meeting.

#### **47 Profit and Loss Account and Balance Sheets**

47.1 The Directors must prepare for each financial year accounts as required by section 226 (or, if applicable, section 227) of the Act. The accounts must be prepared to show a true and fair view and follow accounting standards issued or adopted by the Accounting Standards Board or its successors and adhere to the recommendations of applicable Statements of Recommended Practice.

47.2 The Directors must keep accounting records as required by sections 221 and 222 of the Act.

#### **48 Copies for Members**

48.1 Certain documents are required by the Act to be sent to members of the Company at least 21 Clear Days before the date of the general meeting but this Article does not require a copy of these documents to be sent to anyone whose address the Company does not know

#### **49 Appointment of Reporting Accountants or Auditors**

49.1 The Company must appoint properly qualified reporting accountants or properly qualified auditors if the level of the Company's income or assets from time to time makes this a legal requirement.

#### **50 Service of Notices**

50.1 The Company may give notice to any member either personally or by delivering it or sending it by ordinary post to the member's registered address or by sending it by fax or by email.

50.2 If a notice is sent by post, it will be treated as having been served by properly addressing, pre-paying and posting a sealed envelope containing the notice. If sent by fax or email it will be treated as properly sent if the Company receives no indication that it has not been properly sent.

50.3 The notice will be treated as having been received 48 hours after the envelope containing it was posted if posted by first class post and 72 hours after posting if posted by second class post. If sent by fax or email, the notice will be treated as having been received 24 hours after having been successfully sent.

#### **51 Accidental Omission of Notice**

51.1 Sometimes a person entitled to receive a notice of a meeting does not receive it because of accidental omission or some other reason. This does not invalidate the proceedings of that meeting.

#### **52 Who is Entitled to Notice of General Meetings**

52.1 Notice of every general meeting must be given to

- (a) the reporting accountants or auditor of the Company;
- (b) all Trustees; and
- (c) all those with rights of nomination to the Board (if any).

52.2 No one else is entitled to receive notice of general meetings.

#### **53 Alteration of the Articles**

53.1 The Company may alter these Articles only by a special resolution. A special resolution must be passed at a meeting of members of which 21 Clear Days' notice has been given of the intention to pass a special resolution and at which 75% of those voting vote in favour of it. Such a resolution may be passed on shorter notice if 95% of members having the right to vote agree, unless it is in respect of an annual general meeting in which case 100% of the members having the right to vote must agree to such short notice.

53.2 No alteration may be made to an article which directs or restricts the way money or property of the Company may be used or which authorises any benefit for Trustees without the Charity Commission's prior written approval where that is required by law.

#### **54 Regulations**

54.1 The Board may make such regulations, by-laws or standing orders as it sees fit. These must not be inconsistent with the Articles or such that they would otherwise need to be made by a special resolution. No regulation may be made which invalidates any prior act of the Board which would otherwise have been valid.

#### **55 Dissolution of the Company**

55.1 The Board or a general meeting may decide at any time to dissolve the Company. The Company shall then call a meeting of all members entitled to notice of general meetings.

55.2 Any surplus must be used in accordance with the provisions of the Memorandum of Association.

#### **56 Subscriptions**

56.1 The subscriptions shall be

- |                                     |         |
|-------------------------------------|---------|
| • Life members                      | £250.00 |
| • Full members per annum            | £15.00  |
| • Junior members per annum          | £10.00  |
| • Low income members per annum      | £10.00  |
| • Corporate members per annum       | £100.00 |
| • Voluntary organisations per annum | £40.00  |

Or such other reasonable sum as the Board shall determine from time to time, and it shall be payable on or before 1st January each year. Membership shall lapse if the subscription is unpaid six months after it is due.

This note does not form part of the Memorandum & Articles:

The Memorandum & Articles were amended at an Extraordinary General Meeting of the Hackney Society Limited held at the former Maberly Chapel, 49 Balls Pond Road, N1 4BW on Wednesday 22 October 2008.

They amended the Memorandum & Articles adopted at an Extraordinary General Meeting of the Hackney Society Limited held at Daisy Barge, outside Holborn Studios, 49/50 Eagle Wharf Road, London N1 7ED on Thursday 28 February 2008.

Signature, Name And Address:

Tony Gillett,  
Treasurer, Hackney Society/Company Secretary, Hackney Society Limited  
118 Geldeston Road, London, E5 8RS

Dated: 23 October 2008