

THE COMPANIES ACTS 1985 TO 2006
COMPANY LIMITED BY GUARANTEE AND NOT
HAVING A SHARE CAPITAL
MEMORANDUM OF ASSOCIATION
OF
CAMDEN SAFER NEIGHBOURHOOD BOARD
(formerly known as Camden Community and Police Consultative Group)
(AS AMENDED BY SPECIAL RESOLUTION DATED 28th JANUARY 2014)

1. NAME

The name of the Group (hereinafter called "the Group") is Camden Safer Neighbourhood Board.

2. REGISTERED OFFICE

The registered office of the Group will be in England and Wales.

3. OBJECTS

The Objects of the Group are to promote for the benefit of the public:

- 3.2 good citizenship and greater participation in matters relating to public safety and the prevention and solution of crime; and
- 3.3 the protection of people and property from crime by the improvement of relationships and co-operation between the police and the Community (the Community being those people living, working and visiting the London Borough of Camden).

4. POWERS

- 4.1 The Group will have the following powers which can only be exercised in furtherance of its objects:
 - 4.1.1 to carry on primary purpose trading.
 - 4.1.2 to seek donations or gifts for the Group by personal or written appeals, public events and other ways.
 - 4.1.3 to work with other agencies or organisations having similar aims, to encourage the provision and development of appropriate support and educational services, and where appropriate merge with other charities having similar aims.
 - 4.1.4 to affiliate to any charity having similar objects.
 - 4.1.5 to collect information about issues relevant to the purposes of the Group and make it available

- to interested people and organisations
- 4.1.6 to create and/or produce performances exhibitions entertainments workshops courses and other educational events using any available medium
- 4.1.7 to write create and/or publish text or material using any available medium.
- 4.1.8 to open and to operate bank or other accounts in the name of the Group.
- 4.1.9 to employ staff, agents or consultants (not being directors of the Group) and to make provision for their proper payment including any reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their dependants.
- 4.1.10 subject to such consents as may be required by law.
- 4.1.10.1 to purchase, take on lease or in exchange, hire or otherwise acquire any property, assets, rights or privileges, and to construct, maintain and alter any buildings or works.
- 4.1.10.2 to sell, let, licence, mortgage or dispose of all or any of the property or assets of the Group.
- 4.1.10.3 to carry out any charitable trusts which may lawfully be done by the Group.
- 4.1.10.4 to borrow or raise money for the purposes of the Group on such terms and on such security as it shall think fit in raising funds to achieve its charitable objects.
- 4.1.10.5 to lend money on such terms and subject to such security as may be thought fit.
- 4.1.10.6 to invest the monies of the Group not immediately required for its purposes in any way as it shall think fit and to take professional investment advice where necessary.
- 4.1.11 to establish and support or help in the establishment and support of any charitable organisation and to subscribe or guarantee money for charitable purposes.
- 4.1.12 to establish local branches.
- 4.1.13 to purchase such insurance as may be thought fit.
- 4.1.14 to insure the Board against the costs of a successful defence to a criminal prosecution brought against them as Board members and 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 member concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
- 4.1.15 to do all other lawful things as shall further any or all of the above objects.

5. RESTRICTIONS ON DISTRIBUTIONS

- 5.1 The income and property of the Group shall be applied towards achieving the objects of the Group. No part shall be paid or transferred directly or indirectly to the members of the Group and, subject as below, no director shall be appointed to any office of the Group paid by salary or fees or receive any payment or other financial benefit from the Group.

- 5.2 Nothing in this Clause 5 shall prevent the payment in good faith by the Group:
- 5.2.1 of reasonable and proper payment for any services rendered to the Group by any member, director, officer or employee of the Group; or
 - 5.2.2 professional charges for business done by any director who is a solicitor, accountant or other person engaged in a profession, or by any partner of that director, when instructed by the Group to act in a professional capacity on its behalf provided that:
 - 5.2.2.1 only a minority of the directors shall benefit from these foregoing provisions; and
 - 5.2.2.2 the director concerned shall not be considered when calculating the quorum for the relevant meeting; and
 - 5.2.2.3 a director shall withdraw from any meeting at which that director's appointment or payment, or performance in the employment of the contract or that of any person connected with that director, is being discussed, and`
 - 5.2.2.4 the other directors are satisfied that it is in the interests of the Group to employ or to contract with that director rather than with someone who is not a director and shall note the reasons for their decision in the minutes.
 - 5.2.3 of reasonable rate of interest on money lent to the Group;
 - 5.2.4 of reasonable rent for premises let or licensed to the Group;
 - 5.2.5 of money or money's worth to a Group of which a director is a member, but not if that director owns more than one hundredth of the issued capital of that Group;
 - 5.2.6 of reasonable and proper out-of-pocket expenses to any director; and
 - 5.2.7 of the provision of indemnity insurance referred to in Clause 4.1.14.

6. LIMITATION OF LIABILITY

The liability of the members is limited.

7. GUARANTEE

- 7.1 If the Group is wound up while a person is a member, or within one year after that person ceases to be a member, that person undertakes to contribute such amount as may be required (not exceeding £1) for
- 7.1.1 payment of the debts and liabilities of the Group contracted before that person ceases to be a member, and of the costs, charges and expenses of winding up, and
 - 7.1.2 the adjustment among themselves of the rights of those contributing to the debts and liabilities.

8. WINDING UP

8.1 If the Group is wound up and any assets are left after all its debts and liabilities have been satisfied these assets will not be distributed among the members of the Group.

8.2 Instead, they will be given to some other charity or charities with similar objects to the Group and whose governing document forbids the distribution of income and property to at least the same extent as is set out in Clause 5 of this Memorandum.

8.3 The charity or charities will be determined by the members of the Group at or before the time of winding up, failing which the assets will be given to some other charitable object which the Charity Commissioners for England and Wales shall approve.

9. COMPANIES ACT 2006

For the avoidance of doubt, the provisions of this Memorandum of Association shall continue in full force and effect (as amended from time to time), unless explicitly resolved otherwise, and are intended to be treated as provisions of the Articles of Association for the purposes of the Companies Act 2006.

THE COMPANIES ACTS 1985 TO 2006

**COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL**

ARTICLES OF ASSOCIATION

OF

**CAMDEN SAFER NEIGHBOURHOOD BOARD
(formerly known as Camden Community and Police Consultative Group)**

(AS AMENDED BY SPECIAL RESOLUTION DATED 28th JANUARY 2014)

1. DEFINITIONS AND INTERPRETATION

1.1 In these Articles the words in the first column of the Table below shall bear the meaning opposite them in the second column unless they are out of context:

WORDS	MEANINGS
the Act	The Companies Act 1985 including any statutory alteration or re-enactment thereof.
address	means a postal address or for the purposes of electronic communications, a fax number, and e-mail address or a text message number registered in each case with the Group.
these Articles	These Articles of Association and the regulations of the Group from time to time in force.
associated person	any person associated with a local authority within the meaning of Section 69 of the Local Government and Housing Act 1989 and any statutory alteration or re-enactment of that Act
clear days	in relation to the period of a notice means the periods excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.
the directors	The directors of the Group (and "director" has a corresponding meaning.)
month	Calendar Month.
the office	The registered office of the Group
prescribed percentage	19.99 per cent of the total membership of the Group.

the secretary Any person appointed to be the Company secretary

the United Kingdom Great Britain and Northern Ireland.

in writing Written, printed or lithographed or partly one and partly another and other modes of representing or reproducing words in a visible form including an Electronic Communication.

1.2 Singular words shall include the plural and vice versa.

1.3 A “person” or “people” shall include organisations.

1.4 Subject to the above, any words or expressions defined in the Act shall have the same meanings in these Articles unless they are obviously out of context.

2. PURPOSES

The Group is established for the purposes expressed in the Memorandum of Association.

3. MEMBERSHIP

3.1 The Members of the Group are the subscribers to the Memorandum of Association and such other people as the directors shall admit to membership.

3.2. Every member of the Group shall either:

3.2.1 sign a written consent to become a member; or

3.2.2 sign the register of members on becoming a member.

3.3 Failure to pay any subscription or any other sum due to the Group within six months of it falling due shall result in the disqualification of a member.

3.4 The directors shall have the right for good reason to end the membership of any member provided always that the member shall have a right to be heard before a final decision is made.

3.5 Membership is not transferable.

3.6 A member may resign by giving notice in writing to the secretary

3.7 With regard to Associated Persons:

3.7.1 a member who was not an Associated Person at the time that person became a member of the Group but subsequently becomes an Associated Person shall retire automatically and be deemed to have resigned from membership the day before that person became an Associated Person.

3.7.2 if the number of members who are Associated Persons exceeds the Prescribed Percentage then sufficient of the Associated Persons shall resign so as to bring the percentage of Associated Persons of the total membership below the Prescribed Percentage and such resignation shall be deemed to be with effect from the day before the Prescribed Percentage was exceeded.

3.7.3 the Associated Persons to resign pursuant to clause 3.7.2 shall be those who have been longest standing members since their election. As between members of equal seniority the Associated Persons to retire shall be selected by lot unless they agree otherwise.

4. GENERAL MEETINGS

4.1 The Group shall hold a General Meeting in every calendar year as its Annual General Meeting at such time and place as may be fixed by the Group and the notices calling it shall say that it is the Annual General Meeting, provided that:

4.1.1 the first Annual General Meeting must be called within 18 months of the Group being formed;

4.1.2 every Annual General Meeting except the first shall be held within fifteen months of the previous one;

4.1.3 if the Group holds its first Annual General Meeting within eighteen months after its incorporation it need not hold another one in the year following incorporation.

4.2 An Extraordinary General Meeting is a General Meeting which is not an Annual General Meeting.

4.3 Extraordinary general meetings may be called

4.3.1 by at least two directors whenever they think fit;

4.3.2. by members representing at least 10 per cent of the total voting rights in the Group;

4.3.3 by any director or any member of the Group if at any time there are not enough directors in the United Kingdom to form a quorum.

4.4 Notice must be given to the members directors and auditors of the Group. The notices shall:

4.4.1 give twenty-one clear days' notice in writing at the least for every Annual General Meeting and of every meeting called to pass a Special Resolution;

4.4.2 give fourteen clear days' notice in writing at the least for every other General Meeting;

4.4.3 state the place, the day and the hour of meeting, and in the case of special business the general nature of that business.

4.5 If a meeting of the Group is called by shorter notice than that required by these Articles it will be treated as duly called if it is so agreed:-

4.5.1 in the case of the Annual General Meeting by all the members entitled to attend and vote; and

4.5.2 in the case of any other meeting by a majority of the members entitled to attend and vote at the meeting who also represent at least 95% of the total voting rights of all the members.

4.6 The accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any person entitled to receive notice will not invalidate any business done at any meeting.

5. PROCEEDINGS AT GENERAL MEETINGS

5.1 Ordinary Business at an Annual General Meeting is:

5.1.1 the consideration of the income and expenditure account and balance sheet

5.1.2 the reports of the directors and the Auditors

5.1.3 the election of directors in the place of those retiring, and

5.1.4 the appointment of the Auditors

5.1.5 the fixing of the Auditors' fees

5.2 Special Business is all business done at an Extraordinary General Meeting and all business done at an Annual General Meeting except Ordinary Business.

5.3 No business shall be done at any General Meeting unless a quorum of members is present when the meeting starts. A quorum is 1/10 of the members, but if a quorum is not present half an hour after the General Meeting was due to start, or if during the meeting a quorum ceases to be present, then

5.3.1 if the meeting was called pursuant to Article 4.3.2 it shall be cancelled;

5.3.2 in any other case it shall be adjourned to the same day in the next week, at the same time and place, or at such other time and/or place as the directors may decide.

5.3.3 if a quorum is not present half an hour after the adjourned meeting was due to start the members present shall be a quorum.

5.4 The Chair (if any) of the directors shall chair every General Meeting but in his or her absence the Vice-Chair (if any) shall chair the meeting. If the Vice-Chair is also absent the members present and entitled to vote shall choose a director to chair the meeting. If none of the directors present will take the chair the members present and entitled to vote shall choose a member of the Group who is present to take the chair.

5.5 The Chair may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time, and from place to place, but

5.5.1 no business shall be done at any adjourned meeting other than the business left unfinished at the adjourned meeting;

5.5.2 if a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same way as for an original meeting. Otherwise the members shall not be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned meeting.

6. VOTING

6.1 Subject to Article 6.8, every member shall have one vote.

6.2 No member shall be entitled to vote at a General Meeting unless all monies owed by that member to the Group have been paid.

- 6.3 At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless before or upon the declaration of the result of the show of hands a poll is demanded by;
- 6.3.1 the Chair; or
- 6.3.2 three members having the right to vote at the meeting; or
- 6.3.3 a member or members representing at least one-tenth of the total voting rights of all the members having the right to vote at the meeting,
- 6.4 Unless a poll is demanded a declaration by the Chair of the meeting that a resolution has been carried or lost by a particular majority or unanimously which is entered in the minute book of the Group will be conclusive evidence of the fact.
- 6.5 The demand for a poll may be withdrawn.
- 6.6 Subject to the provisions of Article 6.7, if a poll is demanded under Article 6.3, it will be taken at such time and place and in such a way as the Chair of the meeting shall direct and the result of the poll will be the resolution of the meeting at which the poll was demanded.
- 6.7 No poll shall be demanded on the election of a chair of a meeting, or on any question of adjournment.
- 6.8 If the votes are equal, whether on a show of hands or on a poll, the Chair of the meeting shall be entitled to a second or casting vote.

7. BOARD OF DIRECTORS

7.1 The Board shall consist of:

- (a) The Borough Commander
- (b) The Councillor with responsibility for community safety
- (c) A representative of the Independent Custody Visitors Scheme
- (d) A representative of the Camden Independent Advisory Group
- (e) A representative of the Camden Youth Forum
- (f) A representative of Camden Victim Support
- (g) A representative of the Stop and Search Monitoring Group
- (h) The Head of Community Safety for the London Borough of Camden
- (i) A representative of the Camden Safer Neighbourhood Panels
- (j) Such other persons elected by the membership at the Annual General Meeting
- (k) Persons co-opted to the Board in accordance with these Articles

and in any event there shall at all times be at least 3 directors.

7.1.1 All Board members shall be members of the Group.

7.2 The first directors are the people named on the statement delivered to the Registrar of Companies under section 10 of the Act.

- 7.3 The directors may at any time co-opt any person (who need not be a member of the Group) as a director, either to fill a casual vacancy or by way of addition to their number, provided that any maximum referred to in Article 7.1 is not exceeded. Any person so co-opted shall retain office only until the next Annual General Meeting, but shall then be eligible for re-appointment.
- 7.4 With regard to Associated Persons:
- 7.4.1 No more than the Prescribed Percentage of directors shall be Associated Persons.
- 7.4.2 If the number of directors who are Associated Persons exceeds the Prescribed Percentage then sufficient of the Associated Persons shall resign so as to bring the percentage of Associated Persons of the board of directors below the Prescribed Percentage and such resignation shall be deemed to be with effect from the day before the Prescribed Percentage was exceeded.
- 7.4.3 In the absence of agreement between them the Associated Persons to resign pursuant to clause 7.4.2 shall be those who have been longest standing directors since their appointment. As between members of equal seniority the Associated Persons to retire shall be selected by lot unless they agree otherwise.
- 7.5 The directors shall have the power to:
- 7.5.1 manage the business of the Group and pay expenses incurred in the promotion and formation of the Group as they think fit,
- 7.5.2 exercise all the powers of the Group which are not required by the Act, or these Articles, or any regulation made by the Group in General Meeting to be exercised by the Group in General Meeting.
- 7.6 No regulation shall invalidate any act of the directors done before the requirement is made which would have been valid if that regulation had not been made.
- 7.7 The directors may act even if there are vacancies but if the number of directors reduced to less than the minimum number referred to in Article 7.1 they can only act for the purposes of:
- 7.7.1. admitting persons to membership of the Group; or
- 7.7.2 filling up vacancies in their body; or
- 7.7.3 summoning a General Meeting.
- 7.8 All cheques and other negotiable instruments and all receipts for money paid to the Group shall be signed, drawn, accepted, endorsed or otherwise made in such a way as the directors shall decide.
- 7.9 The directors shall arrange for minutes to be made:
- 7.9.1 of all appointments of officers made by the directors;
- 7.9.2 of the names of the directors present at each directors meeting;

7.9.3 of all resolutions and proceedings at all meetings of the Group, and of the directors, including the names of the directors present at each such meeting,

7.10 The minutes of any meeting, if they are signed by the Chair of the meeting (or by the Chair of the following meeting), will be conclusive evidence of the facts stated in the minutes.

8. DISQUALIFICATION OF DIRECTORS

The office of director shall be vacated if a director:

8.1 ceases to be a director by virtue of any provision in the Act or is disqualified from acting as a director by virtue of section 72 of the Charities Act 1993 or any statutory re-enactment or modification thereof; or

8.2 becomes unable by reason of mental disorder illness or injury to manage and administer the director's own property and affairs; or

8.3 is directly or indirectly involved in any contract with the Group and fails to declare the nature of the director's interest by giving notice at the first meeting at which the contract is discussed or at the first meeting after the director becomes involved in the contract; or

8.4 resigns by notice in writing to the Group; or

8.5 is removed from office by a resolution duly passed pursuant to Section 303 of the Act; or

8.6 ceases to be a member of the Group; or

8.7 fails without reasonable excuse to attend three consecutive meetings of the directors; or

8.8 is felt by a majority of directors to be acting in such a way as to be against the best interests of the Group or which might damage the Group's reputation.

9. ELECTION AND RETIREMENT OF DIRECTORS

9.1 Directors elected at the Annual General Meeting under Article 7.1(j) shall serve for one year and shall hold office until the end of the Annual General Meeting following their election.

9.2 A retiring director shall be eligible for re-election.

9.3 The Group may in General Meeting increase the number of directors, and decide in what rotation the additional directors shall retire, and may make the appointments necessary for effecting any such increase.

10 PROCEEDINGS OF THE DIRECTORS

10.1 The directors may

10.1.1 meet together to do the Group's business

10.1.2 adjourn and otherwise regulate their meetings as they think fit,

- 10.1.3 determine the quorum necessary for the transaction of business, provided that the quorum for meetings of the directors shall never be less than one third of the directors subject to a minimum of two.
- 10.2 Questions arising at any meeting shall be decided by a majority of votes. If the votes are equal the Chair shall have a second or casting vote.
- 10.3 A director may (and on the request of a director the secretary will) call a meeting of the directors by notice served upon the directors. A director whose address in the register of directors is outside the United Kingdom shall not be entitled to notice of a meeting unless that director has given the Group an address in the United Kingdom at which notices can be served.
- 10.4 The directors may:
- 10.4.1 elect a Chair who shall be entitled to chair all meetings of the directors at which the Chair shall be present,
- 10.4.2 determine how long the Chair will hold office,
- 10.4.3 choose one of their number to chair the meeting if
- 10.4.3.1.1 the Chair is not present within fifteen minutes after the time appointed for holding the meeting; or
- 10.4.3.2 the Chair does not want to preside.
- 10.5 A meeting of the directors at which a quorum is present can exercise all the powers which all the directors have.
- 10.6 The directors may delegate any of their powers to sub-committees consisting of such directors and others as they think fit, and any committee so formed shall observe any regulations imposed on it by the directors and report to the Board on any decisions taken as soon as possible.
- 10.7 All acts done in good faith by any meeting of the directors or by any committee of the directors, or by any person acting as a director, shall be valid even if:
- 10.7.1 it is discovered later that the appointment or continuance in office of any director was faulty; or
- 10.7.2 they or any of them were disqualified from holding office or had retired.

11. GROUP SECRETARY

- 11.1 The secretary shall be appointed and may be removed by the directors on such terms and conditions as they may think fit.
- 11.2 No director shall occupy the salaried position of secretary.
- 11.3 A director who is also the secretary cannot sign a document in both capacities.

12. GROUP ACCOUNTS AND ANNUAL RETURN

- 12.1 The directors must comply with their duties under the Act to prepare accounts and an Annual Return and to send them to the Registrar of Companies.

13. CHARITIES ACT ANNUAL REPORT AND RETURN

- 13.1 The directors must comply with their obligations under the Charities Act 1993 or any statutory re-enactment or modification thereof to prepare an annual report and an annual return and to send them to the Charity Commissioners for England and Wales.

14. NOTICES

- 14.1 A notice may be served by the Group upon any member,
- 14.1.1 either personally or
- 14.1.2 by sending it through the post in a prepaid letter, addressed to such member at that member's address as appears in the register of members; or
- 14.1.3 by sending it using electronic communications to an address for the time being notified to the Group by that member for the purpose of receiving electronic communications.
- 14.2 A member whose address in the register of members is outside the United Kingdom shall not be entitled to notice of a meeting unless that member has given the Group an address in the United Kingdom at which notices can be served. Otherwise only those members whose address in the register of members is in the United Kingdom shall be entitled to receive notices from the Group.
- 14.3 Any notice served by post shall be deemed to have been served on the third day following that on which the letter containing the same is put into the post, and in proving service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post office as a prepaid letter; or
- 14.4 an electronic communication shall be deemed to have been properly served if it was sent to the recipient's last known e mail address and not reported as undelivered.

15. REGULATIONS

- 15.1 The directors may from time to time make such rules or bye laws as they may think fit for the proper conduct and management of the Group provided that no rule or bye law shall conflict with or shall affect or repeal anything contained in the Memorandum or the Articles.

16. INDEMNITY

- 16.1 Subject to the provisions of the Act every director or other officer or auditor of the Group shall be indemnified out of the assets of the Group against any liability incurred by him or her in that capacity in defending any proceedings, whether civil or criminal, in which judgement is given in his or her favour or the proceedings are otherwise disposed of without any finding or of any material breach of duty or breach of trust on his or her part or in which he or she is acquitted or in connection with any application in which relief is granted to him or her by the

court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Group.

17 WINDING UP

17.1 Clause 8 of the Memorandum of Association relating to the winding up and dissolution of the Group shall have effect as if it was set out in full in these Articles.

18 COMPANIES ACT 2006

For the avoidance of doubt, the provisions contained in the Memorandum of Association shall continue in full force and effect (as amended, if applicable) and are intended to be treated as provisions of the Articles for the purposes of the Companies Act 2006.