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25 October 2007

To: All Members of the Alexandra Palace and Park Board

Dear Member,

**Alexandra Palace and Park Board - Tuesday, 30th October, 2007**

I attach a copy of the following items for consideration at the forthcoming Alexandra Palace and Park Board on Tuesday 30 October 2007 which were not available at the time of collation of the agenda.

In respect of Items 9(i)&(ii) and 13(i) each item is a late item of Urgent Business and therefore the Chair will have to consider agreeing to take these items as urgent business under Item 2 on the agenda.

The reasons why each report was not available at the time of despatch, and the reasons for urgency in considering each item will be required to be given by officers at the Board meeting.

**4. MINUTES (PAGES 1 - 16)**

- (1) To receive the minutes of the Advisory Committee held 16 OCTOBER 2007 and to consider any recommendations contained therein

**9. NEW ITEMS OF UNRESTRICTED URGENT BUSINESS: (PAGES 17 - 38)**

- i. The present position with regards to negotiations with Firoka – Report of the Trust Solicitor
- ii. Appointment of a Director to the Board of Alexandra Palace Trading Company

**13. NEW ITEMS OF EXEMPT URGENT BUSINESS: TO CONSIDER ANY  
NEW ITEMS OF EXEMPT URGENT BUSINESS ADMITTED UNDER  
ITEM 2 ABOVE. (PAGES 39 - 44)**

- i. Costs Order made at the Judicial Review Hearing –  
Report of the Trust Solicitor

Yours sincerely

Clifford Hart  
Non-Executive Committees Manager

**Alexandra Palace and Park Board – 30 October 2007  
RESOLUTIONS of the Alexandra Park and Palace Advisory Committee  
("SAC") dated 16<sup>th</sup> October 2007**

The Alexandra Palace and Park Board is requested to consider the resolutions of the Alexandra Park and Palace Advisory Committee of 16 October 2007 as detailed below:

**APSC 18 – Minutes – Alexandra Park and Palace Advisory Committee  
(3 July 2007)**

**RESOLVED**

that in respect of a number of recommendations put to the Board by the Advisory Committee on 31 October 2006 and the subsequent response of the Board to those recommendations on 14 November 2006 (see attached) the Advisory Committee further request the Board, in terms of its responses of 14 November 2006, to confirm to the Advisory Committee how the Board will ensure the implementation of its responses in respect of Advice and Recommendations 2 (A) –(D) (Future of the Asset).

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**ADVICE AND RECOMMENDATIONS OF THE ADVISORY COMMITTEE DRAWN FROM THE MINUTES OF ITS MEETING ON 31 OCTOBER 2006 PRESENTED TO THE ALEXANDRA PALACE AND PARK BOARD MEETING ON 14 NOVEMBER 2006 COMPLETED WITH THE BOARD'S ACCEPTANCE/REJECTION AND REASONS WHY AS APPROPRIATE**

	Advice and Recommendations	Accepted	Rejected and Reasons Why
1.	<p><b>(i) Item 4 – Minutes – Alexandra Palace and Park Board (12 September 2006) and Statutory Advisory Committee 29 August 2006</b></p> <p><b><u>RESOLVED</u></b></p> <p>That in respect of the decision of the Board from its meeting of 12 September 2006 to not take any action in respect of the Advisory Committee's recommendation of 29 August 2006 requesting that a traffic assessment is undertaken for the entire Alexandra Palace and Park site as part of the Firoka Group's developments, the Alexandra Palace and Park Board be requested to ensure that as part of the planning application process an overall traffic assessment of the scheme as a whole was made but not in a piecemeal fashion.</p>		<p>That, as previously stated to the Advisory Committee, in respect of their previous request to the Board that a traffic assessment is undertaken for the entire Alexandra Palace and Park site as part of the Firoka Group's proposals, and that the Alexandra Palace and Park Board be requested to ensure that as part of the planning application process an overall rather than piecemeal traffic assessment of the scheme as a whole be made then the Advisory Committee be advised that this request is not within the remit of the Board to request . It is an issue to be addressed by Firoka to the Planning authority when it makes an application for planning permission.</p>

2.	<p><b>(ii) Item 5 – Future use of the Asset</b></p> <p><b><u>RESOLVED</u></b></p> <p>(A) that in terms of the draft Order the Board should provide and disclose to the SAC the proper procedures it intends to devise to monitor and review the performance by (Firoka) of the covenants contained in the lease, and how these procedures will restrict the use of the leased premise to uses consistent with the aims of the charity; in particular to maintain the Palace as a place of public resort and recreation and for other public purposes, bearing in mind the SAC's statutory obligation to promote the objects of the charity;</p>	<p>The principle behind this advice is substantially accepted.</p> <p>The post of Monitoring Officer will have within its remit the role of monitoring and reviewing the performance by (Firoka) of the covenants contained in the lease, and how these procedures will restrict the use of the leased premise to uses consistent with the aims of the charity; in particular to maintain the Palace as a place of public resort and recreation and for other public purposes, and that the SAC's statutory obligation to promote the objects of the charity will be covered under the residual arrangements of the Charity after the lease was granted.</p> <p>There will also be an employee of the charity who will exercise its continuing role as part of its landlord function.</p> <p>Exact details of these roles and</p>	
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	<p>(B) that the Board should address itself to the question (and provide the SAC with a written answer in detail) of how the role and function of the SAC, as provided for in Part III, Schedule 1, paras 19/20 of the Act will be maintained after the lease is entered into with the tenant, with particular regard to the question as to how the SAC is to discharge its statutory duties under the Act</p>	<p>responsibilities will need to be worked through by the Board as Trustees with the assistance of professional advice.</p>	<p>That the Board advises the Advisory Committee that there will be no change to the role of the Advisory Committee, and it will continue under the existing rules after the lease to the Firoka Group has been granted.</p>
	<p>(C) . that the Board ought to make a provision in the lease to preserve the current powers and duties of the SAC to enable the local community in the form of the current make-up of the SAC (local residents' associations' representatives and councillors) to continue to be consulted and for the tenant to have due and proper regard to its views, and use their best efforts to give effect to its recommendations, in respect of the general policy relating to the activities and events arranged or permitted in the Palace, and generally in respect of the functions of the SAC under Schedule 1 Part III of the Act</p>		<p>That the Board advises the Advisory Committee that there will be no change to the role of the Advisory Committee, and it will continue to exist after the lease to the Firoka has been granted.</p>

	<p>(D) that the Board provides the SAC with a copy of the draft lease, the project agreement and master agreement to be entered into by the Board of Trustees and the Firoka Group to enable the SAC to become conversant with the terms of the lease insofar it effects the role of the SAC and the aims of the charity under the provisions of the Act.</p>		<p>That the Board advises the Advisory Committee that its Chair has been provided with such copy draft documentation but that it is not appropriate for the Board to disclose the draft documentation to the Advisory Committee as they contain confidential and commercially sensitive information. The Board also considers that in advancing this request the Advisory Committee is going beyond its remit.</p>
<p>3</p>	<p><b>Item 7 (ii)The structure of the residual organisation that will be left to deal with matters relating to the Palace and the Park, on behalf of the Board</b></p> <p><b><u>RESOLVED</u></b></p> <p>that in respect of the Board's residual functions post transfer of the asset to the Firoka Group, the Advisory Committee requests that the Board establishes a proper and effective monitoring procedure in respect of Firoka's works and that the post be created of a 'Clerk of Works' to ensure that the works are carried in accordance with the terms of</p>		<p>That the Advisory Committee be advised that in respect of its request that the Board establishes a proper and effective monitoring procedure in respect of Firoka's works and that the post be created of a 'Clerk of Works' to ensure that the works are carried in accordance with the terms of the project agreement, the Advisory Committee be advised that the proposed role of Monitoring Officer to the Trustees will encapsulate a proper and effective monitoring procedure in</p>



	the project agreement.		respect of Firoka's works.	

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**MINUTES OF THE ALEXANDRA PARK AND PALACE ADVISORY COMMITTEE.  
TUESDAY, 16 OCTOBER 2007**

In attendance \*

**MEMBERS OF THE COMMITTEE**

**NOMINATED BY LOCAL RESIDENTS' ASSOCIATIONS**

*Ms. J. Hutchinson	:	Alexandra Residents' Association
Mr P. Wastell	:	Alexandra Residents' Association
*Ms. M. Myers)	:	Muswell Hill and Fortis Green Association
*Ms J. Baker	:	Palace Gates Residents' Association
Ms P. Lacroix	:	Palace View Residents' Association
Ms S. Rees (deputy)	:	Palace View Residents' Association
*Mr. D. Frith	:	The Rookfield Association
Mr. F. Hilton (deputy)	:	The Rookfield Association
*Mr. D. Liebeck (Chair)	:	Warner Estate Residents' Association
*Mr H. Aspden	:	Warner Estate Residents' Association

**APPOINTED MEMBERS**

*Councillor S. Oatway	:	Alexandra Ward
Councillor A. Demirci	:	Bounds Green Ward
*Councillor S. Beynon	:	Fortis Green Ward
*Councillor M. Whyte	:	Hornsey Ward
Councillor J. Bloch	:	Muswell Hill Ward
*Councillor A. Dobbie	:	Noel Park Ward
Councillor J. Patel	:	Council Wide appointment
Councillor J. Portess	:	Council Wide appointment

\* indicates Member present

Also in attendance:

Councillor B. Hare  
Councillor J. Oakes

Denise Feeney – Muswell Hill and Fortis Green Association

Mr D. Loudfoot – General Manager Alexandra Palace  
Mr K. Holder – Consultant Development Manager  
Mr M. Evison - Park Manager Alexandra Palace  
Mr C. Hart – Clerk to the Committee – LB Haringey Non Executive Committees Manager

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**MINUTE  
NO.**

**SUBJECT/DECISION**

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**APSC15. APOLOGIES FOR ABSENCE (IF ANY)**

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	<p>Apologies for absence were received on behalf of Ms Lacroix and Councillor Portess, and for lateness and possible non attendance from Councillors Demirci and Patel, who were attending a Licensing Sub-Committee of the Local Authority (which had been scheduled to take place prior to this meeting date being confirmed).</p> <p><b>NOTED</b></p>
<p><b>APSC16.</b></p>	<p><b>DECLARATIONS OF INTEREST</b></p> <p>Nil Items.</p>
<p><b>APSC17.</b></p>	<p><b>MEMBERSHIP: TO NOTE ANY CHANGES TO THE MEMBERSHIP OF THE ADVISORY COMMITTEE</b></p> <p>The Clerk to the Committee – Mr Hart advised the meeting that Councillor Portess had been appointed by the LB Haringey at its Full Council meeting on 16 July 2007 to the remaining vacancy of Council wide appointee on the Statutory Advisory Committee.</p> <p><b>NOTED</b></p>
<p><b>APSC18.</b></p>	<p><b>MINUTES</b></p> <p>(i) Alexandra Park and Palace Advisory Committee – 3 July 2007</p> <p>Mr Hart advised that a revised set of minutes had been tabled which had picked up on some minor typing errors since the minutes had been circulated.</p> <p>The Chair asked if there were any points of accuracy.</p> <p>Mr Frith advised that the minute (reference APSC13) was incorrect in its sentiments as it had not fully stated Mr Frith's views which he had asked to have formally recorded.</p> <p>Mr Frith went on to explain that he wanted to request the Board to advise the Advisory Committee how they intended to implement the measures they intended to take in accordance with their response of 14<sup>th</sup> November 2006.</p> <p>The Chair (in response to Mr Frith's request) advised that it might be appropriate to resubmit this reference to the Board for their meeting on 30 October 2007.</p> <p><b>RESOLVED</b></p> <p>That the minutes of the Alexandra Park and Palace Advisory Committee held on 3 July 2007 be confirmed as an accurate record of the proceedings subject to the following amendment:</p> <p>APSC 13 - that in respect of the points of Advice and Recommendations</p>

**MINUTES OF THE ALEXANDRA PARK AND PALACE ADVISORY COMMITTEE.  
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put to the Board in Autumn 2006, and the subsequent response of the Board to those recommendations on 14 November 2006, the Advisory Committee request the Board to reconsider the advice and recommendations of the SAC and its responses, and advise the Advisory Committee how they intended to implement their responses.

**Matters Arising**

Mr Aspden referred to the circulated map – ref in page 5 of the minutes and thanked officers for its supply. In response to clarification to whether the formal letter to the Charity Commission had been included with the minutes of the meeting Mr Hart confirmed that this was the case.

Mr Aspden also commented that the 2 other recommendations put to the Board on 16 July 2007 had been responded to and thanked officers for the efforts now that the bus stop had been reinstated.

**NOTED**

- (ii) Alexandra Palace and Park Board – 16 July 2007

The Chair asked if there were any points of clarification or comment.

Councillor Oatway expressed concern (especially in the light of the previous item) that the Board only appeared to “**note**” the recommendations of the Advisory Committee. She felt that the Board should be required to address the issues and fully debate the advice and recommendations of this Committee which are minuted as being referred to the Board. This comment was echoed by a number of those present.

The Chair responded that as an Observer at Board meetings he would continue to draw the Board’s attention to the recommendations of the Advisory Committee, and that he would ensure that these sentiments were conveyed to the Board on 30 October 2007.

Mr Loudfoot confirmed , in response to a query from Mr Aspden, that the minuted discussions related to a deputation from the Cricket Club to the Board which had outlined embryo proposals by the club for the expansion of the buildings at the club as well as the increased usage of the grounds by schools, including by the proposed new Heartlands School. This was not yet a concrete proposal and the Cricket club would be reviewing its concepts and intentions prior to making a formal submission.

**NOTED**

**APSC19. FUTURE OF THE ASSET – UPDATE (VERBAL REPORT OF THE GENERAL MANAGER, ALEXANDRA PALACE, AND CONSULTANT TO THE BOARD) TO ADVISE THE COMMITTEE ON PROGRESS.**

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The Chair asked for a brief introduction of the report.

Councillor Oatway asked if Mr Holder, Consultant Development Manager, would clarify his current role in relation to the Board and Charitable Trust as there had had been some misconceptions within the public arena.

Mr Holder advised that he was appointed and employed on a consultancy basis as Consultant Development Manager to the charitable trust with a remit to ensure that the trustees' requirements, both under the 2004 Order, and otherwise, were met in respect of the implementation of the proposed lease and project plan with the proposed lessee, the Firoka Group. For the record Mr Holder advised that he was not employed by nor worked in any capacity for the Firoka Group. Mr. Holder confirmed that all other matters concerning the Charity's asset were now dealt with by David Loudfoot.

Councillor Oatway thanked Mr Holder for his clarification. Councillor Oatway noted that the Advisory committee were in the habit of just receiving verbal reports. Given the gravity of the current situation she felt that Members should have received a written report to consider, and asked that, in future, this be provided in advance of the meeting. This sentiment was shared by Councillor Whyte.

Mr Holder and Mr Loudfoot advised that whilst this was possible the Committee had to recognise that any written report was likely to be out of date by the time it was despatched given the speed at which matters might develop. However Mr. Holder agreed to consider the presentation of written reports provided there was recognition that substantial verbal amendments may need to be made during the presentation to the Committee.

The Chair, whilst accepting that this may be the case, thought it would be appropriate to have a written report prior to the meeting, in the knowledge that this may need to be updated or corrected at the meeting.

The Chair then asked Mr Holder for an introduction.

Mr Holder stated that he had been away on holiday and not in Court to hear the judicial review and subsequent judgment. He had been informed by those who had attended the Court hearing that the judge had concluded that the consultation process had been flawed as it did not comply with the description of the process provided by the Minister during the passage of the Order through Parliament. The Charity Commission had not carried out the full consultation process in accordance with the commitment given by the Minister (to the select committee). The judge highlighted the failure to disclose a (redacted) copy of the lease and project agreement to interested parties during the consultation process. The order had therefore been quashed. Mr Holder however stated that until there was a full transcript of the judgment he was not in a position to comment further.

The Chair thanked Mr Holder for this statement.

The Committee then discussed the outcome of the Judicial Review and the judgment, as well the implications for the Trust and the Council, and the role of the Advisory Committee – the main points raised were as follows:

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- The Members of the Committee needed to have sight of a full transcript of the judgment in order to have a clear understanding of the actual decision;
- The Committee should have disclosed to it copies of the project agreement and lease with the removal of any commercially sensitive information only;
- The likelihood of any appeal against the judgment and/or any revised consultation process to be embarked upon in light of the judgement;
- The reasons for the costs order against the Trustees and any further action to be taken by them in this regard in the light of the (unconfirmed) criticisms by the Judge of the actions of the Trust's Solicitors ;
- The fact that the letter sent to the Charity Commission by the Chair of the Advisory Committee (on its behalf) in relation to the "representation" process (as stated by the board to interested parties, including this committee at the time, rather than as a "consultation" process) had not been acknowledged, and that no response had been addressed to this committee by the Charity Commission in any direct manner to any of the "representations" which this committee had made;
- That the Advisory Committee had previously requested copies of the lease and project agreement and that it be noted that the Chair – in his capacity as an observer at Board Meetings and a solitary elected Councillor representative had received a full copy of the lease but had been unable to share its contents with this committee;
- That the judgement had clearly stated that the consultation process adopted by the Charity Commission had been flawed and that this committee wished to ensure that any new consultation process would be dealt with in a proper manner;
- The current position of the Firoka Group and whether they would maintain an interest in the project or the implications if they should withdraw ;
- The decision of the Special Board meeting on 10 October, 2007, that the Board had noted the judgment, reaffirmed its strategy specifically appertaining to further negotiations with the Firoka Group, and confirmed its intention to continue negotiations with the Firoka Group should the Firoka Group wish to proceed but that the Board would not renegotiate or revise the existing project agreement and lease as agreed by the Board in July 2006;
- That a notice to complete had been served by the Firoka Group, expiring on 17 October 2007, and that the Board would not know until that notice had expired what were the Firoka Group's intentions ;
- In response to clarification from Councillor Whyte Mr Holder confirmed that the negotiated lease and project plan specifically related to negotiations between the Board and the Firoka Group and was not something that any subsequently selected partner could simply adopt and was only relevant to the 2 identified parties;
- That the Advisory Committee would in the future also advise the Charity Commission as to its views (as expressed to the Board) during the course of any future consultation or representation process;
- Confirmation by Keith Holder of the overall process embarked on by the Charity Commission during the previous process detailing the advertisement in The Times and Local press, advertisements on notice boards within the Palace and Park, and Libraries in Haringey, during the 5 week period from late November to early January 2006; and
- The need for either a special meeting of the Advisory Committee or of the

**MINUTES OF THE ALEXANDRA PARK AND PALACE ADVISORY COMMITTEE.  
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	<p>Urgency Panel of the Committee following further decisions of the Board in relation to the future of the asset in the forthcoming weeks.</p> <p>In conclusion it was:</p> <p><b>RESOLVED</b></p> <ol style="list-style-type: none"> <li>i. That the Advisory Committee recognise the need to have sight of the transcript and judgment of the Judicial Review in order to be able to comment further on the Judge's decision and his comments;</li> <li>ii. That the previous concerns of the Advisory Committee (as detailed) be noted in terms of the failure to disclose the lease and project agreement, which had been requested by the Advisory Committee, which appears to have been recognised by the Judge as amounting to a fatally flawed process;</li> <li>iii. That future reports by the appropriate officers on the future of the asset to the Advisory Committee be in written form, recognising the fact it require updating at the meeting itself;</li> <li>iv. That a meeting of the Urgency Panel of the Advisory Committee be convened before the date of next proposed committee meeting in February 2008 to consider developments in respect of the future of the asset, with a full meeting of the Advisory Committee to be convened (for the same date immediately after the Urgency Meeting ) to endorse any matters or to be informed of the deliberations of the Urgency Panel.</li> </ol>
<p><b>APSC20.</b></p>	<p><b>HERITAGE LOTTERY FUNDED LANDSCAPE DEVELOPMENT PROJECT UPDATE (REPORT OF THE PARK MANAGER) - TO UPDATE ON PROGRESS</b></p> <p>The Chair asked for a brief introduction of the report.</p> <p>In a succinct introduction to the circulated report Mr Evison gave a brief update of each of the areas of HLF work and answered points of clarification. Mr Evison TABLED plans submitted by the operators of the Grove, and Lakeside Cafes in relation to plans for low level fencing, and awnings which they intended to install in the near future. The Local Authority Planning Service confirmed that the proposals did not require planning permission.</p> <p>In discussing and welcoming the proposals the Committee asked that it be supplied with a more detailed design drawing once submitted to the General Manager. The Committee also asked that it be impressed on the Lakeside Café operator that the area under the outside awning be made a non-smoking area.</p> <p>The Committee discussed a number of issues including:</p> <ul style="list-style-type: none"> <li>• The decrease by 4 spaces of car parking at the Muswell Hill entrance and the issue of parking (in the car park area outside Safestore) by commercial vehicles, and continuing issues re Buckingham Lodge residents parking arrangements;</li> <li>• The issue of speed restrictions on Palace and Park roads and if some action could be taken whether by means of Police enforcement or otherwise;</li> <li>• The success of the Information Centre and the steady stream of visitors during the summer period and the efforts of 3 volunteers who were</li> </ul>



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	<p>members of this Advisory committee, and the Committee's thanks to those volunteers for their efforts;</p> <ul style="list-style-type: none"> <li>• The habitat management's report on rare butterflies and other wildlife</li> <li>• The matter of the conservation area's shabby and somewhat tatty appearance and the need for improvement and some TLC;</li> <li>• The need for improvement to the Redston Road entrance and pond area and the mystery of who dredged the pond or unblocked its' outlet.</li> <li>• That the HLF programme was reaching its conclusion and that there would be a programme of work to maintain and upkeep the park, the general comment being that those concerned should be complimented on the outcome and the results much appreciated and welcomed.</li> <li>• That an audit of tree planting and cutting was due to be finalised and that this would then be acted upon.</li> </ul> <p>The Chair then summarised and it was:</p> <p><b>RESOLVED</b></p> <ol style="list-style-type: none"> <li>i. That the contents of the report be noted;</li> <li>ii. That the detailed plans of proposals to the Grove, and Lakeside Cafes be circulated to the Advisory Committee for their information; and</li> <li>iii. That the 3 volunteers at the Information Centre who are members of the Advisory Committee be thanked for their efforts in helping the Park Manager.</li> </ol>
<p><b>APSC21.</b></p>	<p><b>FORTHCOMING EVENTS (REPORT OF THE GENERAL MANAGER, ALEXANDRA PALACE) TO ADVISE THE COMMITTEE ON FORTHCOMING EVENTS TO THE END OF THE FINANCIAL YEAR.</b></p> <p>The Chair asked for a brief update.</p> <p>Mr Loudfoot advised the Committee that the main overnight event scheduled for 22 March 2008 was 'Slamming Vinyl' which was during the Easter period, and that the 'Cinderella – Holiday on Ice ' was scheduled for 10-16 December 2007.</p> <p>In response to clarification re the annual Fireworks display event Mr Loudfoot advised that the arrangements were being finalised and invitations would be issued by the early part of the week commencing 22 October 2007.</p> <p>Ms Baker commented on the event the previous week which she had attended and that the food was of very poor quality, lacking in both taste and appearance, endorsed by the Chair from reports he had received..</p> <p>In response Mr Loudfoot advised that he would ensure the catering manager was made aware of her complaint.</p> <p><b>NOTED</b></p>
<p><b>APSC22.</b></p>	<p><b>ANY OTHER BUSINESS</b></p>

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	<p>(i) Ms Hutchinson raised the issue of the crossing points at the front of the Palace which were hazardous and dangerous, and she asked if there were any plans for improvement.</p> <p>In response Mr Loudfoot advised that he would look into the issue and report back in the future</p> <p>Ms Myers also referred to the difficulties at the Grove bus stop and the crossing hazard there. In response Mr Loudfoot advised that he would look into the issues and report back in the future.</p> <p><b>NOTED</b></p>
<b>APSC23.</b>	<p><b>TO NOTE THE DATE OF MEETINGS OF THE ADVISORY COMMITTEE FOR THE REMAINDER OF THE MUNICIPAL YEAR 2007/2008 AS FOLLOWS: 5 FEBRUARY 2007</b></p> <p>There being no further business to discuss the meeting ended at 21.25hrs.</p>

David Liebeck

Chair

Alexandra Palace and Park Board      30 OCTOBER 2007

**Would Members of the Board please note the following comments of the Chief Financial Officer of the LB Haringey and read them in conjunction with the UNRESTRICTED urgent business reports circulated for consideration following the despatch of the main agenda.**

**Item 9 – NEW ITEMS OF URGENT BUSINESS**

**i.      The present position with regard to the negotiations with Firoka**

The report is for noting so therefore no direct financial implications arising from the recommendations.

**ii.     Appointment of a director to the Board of Alexandra Palace Trading Limited**

The Chief Financial Officer has no comments in respect of the contents of the report and the recommendations contained therein.

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**ALEXANDRA PALACE & PARK BOARD**

**Agenda Item No**

**30 OCTOBER 2007**

**REPORT OF HOWARD KENNEDY, THE TRUST'S SOLICITORS**

**RESPONSIBLE PARTNER:**                      Iain Harris      Tel: 020 - 7546 8986

**REPORT TITLE:**                                The Present Position with regard to Negotiations with Firoka

**REPORT AUTHORISED BY:**                Iain Harris of Howard Kennedy of 19 Cavendish Square, London W1A 2AW. Trust's Solicitors.

**1.        PURPOSE**

1.1        To report to the Board upon the present position with regard to negotiations with Firoka.

**2.        SUMMARY**

2.1        At the Special Meeting of the Board on 10 October 2007 the charity trustees resolved unanimously to confirm the charity's general strategy and objective to grant a long lease to a developer and its specific strategy of granting such a lease in the terms agreed to Firoka subject to any variations necessary as a result of the consultation to be undertaken by the Charity Commission.

2.2        Officers and advisers have continued a dialogue, as authorised, with those advising Firoka.

**3. RECOMMENDATIONS**

3.1 The Board notes the present position.

**4. LOCAL GOVERNMENT (ACCESS TO INFORMATION)**

**ACT 1985**

4. No specific papers were used in the preparation of this report other than the correspondence attached.

**5. THE REPORT**

5.1 The Lease and other agreed supporting documentation was not completed on 17 October, pursuant to Notice to Complete which had been served by Firoka, because the Charity Commission Order of 4 May 2007 authorising completion had been declared unlawful.

5.2 Lewis Silkin LLP on behalf of Firoka served a letter dated 18 October claiming that the trustees' failure to complete amounted to a repudiatory breach of contract. It reserved its clients' rights and specifically referred to "dialogue and correspondence in the reasonably near future." A copy of this letter is annexed.

5.3 Berwin Leighton Paisner LLP on behalf of the trustees served a response by letter dated 23 October denying that the trustees were in repudiatory breach. A copy of this letter is attached.

5.4 Further discussions, as authorised by the Board on 10 October are due to take place and developments will be reported in due course.

lewissilkin

18 October 2007

**For the attention of Laurie Heller**  
Berwin Leighton Paisner LLP  
DX: 92 London

**By Email & DX:**  
laurie.heller@blplaw.com

Your ref: LH/L651/3  
Our ref: GRW/JDL/FXW/3393.184/1523231-2

Dear Sirs

**Master Agreement relating to a Lease and Project Agreement in respect of Alexandra Palace between the Mayor and Burgesses of the London Borough of Haringey (as Trustee of Alexandra Park and Palace Charitable Trust) (the "Landlord"), Firoka (Alexandra Palace) Ltd ("FAP"), Firoka (Kings Cross) Ltd ("Kings Cross") and Alexandra Palace Trading Ltd ("Trading") and dated 24 November 2006 (the "Agreement")**

You will be aware that we act for FAP and Kings Cross.

We refer to the notice which FAP served on 18 July 2007, exercising its right, pursuant to Clause 4.2 of the Agreement, to bring forward the Unconditional Date and require early completion of the matters referred to in Clauses 4.1.1 and 4.1.2 of the Agreement.

As a result the Unconditional Date was 18 July 2007. Consequently and pursuant to Clause 4.1 of the Agreement, on or before 1 August 2007, the Landlord was, by a consecutive sequence of acts on the same day, required to:

- a) grant FAP the Lease;
- b) enter into the Project Agreement; and
- c) enter into the Admission Agreement and the Employment and Pensions Agreement

(together and separately "the Documents").

The Landlord failed to enter into any of the Documents on or before 1 August 2007, notwithstanding that both FAP and Kings Cross were ready and willing to do so.

On 2 August 2007, it was noted by FAP (and Kings Cross) that the Landlord was in breach of its obligations under the Agreement and both FAP and Kings Cross reserved their rights in relation to the Landlord's breach of the Agreement. In particular, FAP

**Lewis Silkin LLP**  
5 Chancery Lane  
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reserved its rights to serve a further notice on the Landlord, making time of the essence as to the entering into of the Documents. For the avoidance of doubt all rights of FAP and Kings Cross continue to be reserved in relation to breaches of the Agreement by the Landlord.

On 15 August 2007 FAP served a notice on the Landlord requiring the Landlord to complete the Documents, as provided for and in the manner set out in Clause 4.1, by Wednesday, 17 October 2007 ("the ToE Notice"). Also on 15 August 2007, FAP served a notice on Trading requiring Trading to complete the Admission Agreement and the Employment and Pensions Agreement by Wednesday, 17 October 2007 ("the Trading ToE Notice"). Pursuant to both the ToE Notice and the Trading ToE Notice, time in respect of completion of the Documents by 17 October 2007 was made of the essence.

Notwithstanding that FAP and Kings Cross were ready, willing and able to complete by 17 October 2007, the Landlord failed to complete the Documents as provided for and in the manner set out in Clause 4.1 of the Agreement by 17 October 2007, as required by the ToE Notice. Further, Trading failed to complete the Admission Agreement and the Employment and Pensions Agreement, as required by the Trading ToE Notice.

The failure to complete the Documents in accordance with the ToE Notice and the Trading ToE Notice goes to the root of the Agreement and deprives FAP and Kings Cross of the benefit to which they are properly entitled under the Agreement and constitutes a repudiatory breach of the Agreement by the Landlord and Trading, which FAP and Kings Cross are fully entitled to accept, if they so elect.

FAP and Kings Cross are considering their position in light of the repudiatory breach of the Agreement by the Landlord and Trading and, more particularly, considering their option whether to elect to accept the repudiatory breach of the Landlord and the Tenant. During the period in which FAP and Kings Cross are considering their position, the rights of both FAP and Kings Cross are, and will continue to remain, reserved in full.

Until FAP and Kings Cross have decided what action they wish to take, no act or omission by either FAP and/or Kings Cross shall constitute an affirmation of the Agreement.

Further, no act or omission by either FAP and/or Kings Cross, at any time, shall constitute a waiver of any rights which either of them has or may have, arising out of or in connection with the Agreement, including, for the avoidance of doubt, Clause 3.1 of the Agreement and/or otherwise, including, for the avoidance of doubt, the ToE Notice and/or the Trading ToE Notice. Those rights are, and will continue to remain, reserved in full.

While there may be some dialogue and correspondence in the reasonably near future between us and/or direct between our respective clients as to the position of our clients, any such correspondence and/or dialogue is to be treated as without prejudice to our



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clients' rights, whether or not the correspondence and/or dialogue is prefaced by the words "without prejudice".

Equally, no act (or omission) by either FAP and/or Kings Cross will result in either FAP and/or Kings Cross being estopped, if either subsequently wish to alter their position, whether it be in connection with the Agreement and/or otherwise.

Please also note that for the purpose of any discussion and/or correspondence in relation to the position, only a written document signed by either Mr Kassam or us shall be taken as constituting the position of either FAP or Kings Cross (as the case may be). No other officer, employee or agent of FAP or Kings Cross has authority, by words or conduct, to bind FAP and/or Kings Cross or waive any rights which either may have.

Yours faithfully



**Lewis Silkin LLP**

cc: FAO: Iain Harris, Howard Kennedy, By Email only: [i.harris@howardkennedy.com](mailto:i.harris@howardkennedy.com) - (your ref: IMHI/014086.00049)

our ref LH/L651/3  
your ref GRW/JDL/FXW/3393.184/1523231-2

Lewis Silkin LLP  
DX: 182 Chancery Lane

23 October 2007

Dear Sirs

**Master Agreement relating to a Lease and Project Agreement in respect of Alexandra Palace dated 24 November 2006 (the "Agreement")**

We acknowledge receipt of your letter of 18 October, 2007. In responding to it, we use the definitions which you set out in that letter.

We note the contention of FAP that the failure to complete the Documents in accordance with the ToE Notice and the Trading ToE Notice constitutes a repudiatory breach of the Agreement by the Landlord and Trading, which FAP and Kings Cross are fully entitled to accept if they so elect. Their right so to elect has been reserved. It is contended that FAP were ready willing and able to complete. The ToE Notices expired on 17 October 2007, but the Landlord and Trading reserve their rights as to whether those Notices were reasonable or effective.

We are instructed that the Landlord denies that it is in repudiatory breach of the Agreement and Trading similarly denies that it is in repudiatory breach of the Admission Agreement and the Employment and Pensions Agreement. It was always intended, as the Agreement made clear, that a Charity Commission Order would be required before the Lease could be granted. It is plainly the case that completion of the Agreement would be unlawful in the absence of a valid order of the Charity Commission authorising the grant of the Lease. FAP could not therefore be ready willing and able to complete the grant of the Lease; the other Documents are otiose in those circumstances.

We do not consider it appropriate at this stage to respond in greater detail to the further contentions and reservations in your letter.

Yours faithfully



cc: Iain Harris, Howard Kennedy LLP

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Agenda item:

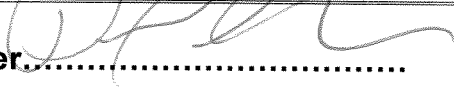
**Alexandra Palace & Park Board** **On 30<sup>th</sup> October 2007**

Report Title: Appointment of a director to the board of Alexandra Palace Trading Ltd.

Report of: **David Loudfoot, General Manager**

**1. Purpose**  
1.1 To seek a nomination and the agreement of that nominee to act as a director of the trading company, Alexandra Palace Trading Limited, of which the charity is sole shareholder.

**2. Recommendations**  
2.1 That the board resolve to appoint a further one their number to the board of directors of Alexandra Palace Trading Ltd.

Report Authorised by: **David Loudfoot, General Manager**,  .....

Contact Officer: **David Loudfoot, General Manager, Alexandra Palace & Park, Alexandra Palace Way, Wood Green N22 7AY Tel No. 020 8365 2121**

**3. Executive Summary**  
3.1 This report seeks the appointment of one of the board of charity trustees as a company director in accordance with memorandum and articles of association of Alexandra Palace Trading Ltd.

**4. Reasons for any change in policy or for new policy development (if applicable)**  
4.1 N/A

**5. Local Government (Access to Information) Act 1985**  
5.1 No specific background papers other than the memorandum and articles of association of APTL were used in compiling this report. For further information contact David Loudfoot, General Manager, Alexandra Palace, Wood Green, London N22 7AY. Tel. 020 8365 4300.

## 6. Description

- 6.1 Alexandra Palace Trading Ltd. [APTL] is a formally constituted company under the Companies Act 1985. The company has an entirely separate legal identity to that of the charity. The Memorandum and Articles of Association of APTL, which were agreed and registered in 1999 prior to the Order allowing its creation, are attached at Appendix 1. The Memorandum and Articles of Association underpin the governance requirements of the company. Any actions taken by the board which are contrary to or outside the scope of the Memorandum and Articles of Association will render such actions unlawful.
- 6.2 Clause 7 of that document regulates the composition of the board of directors. In particular, clause 7.2.1 specifies there shall be up to four charity trustees appointed as directors of the company.
- 6.3 The changes to the board of charity trustees brought about through the AGM of the Council in May 2007 resulted in the potential for a change to the chair of the board of directors of APTL. At that stage it was anticipated that the transfer of the asset to the Firoka Group was immanent with the liquidation of APTL following on shortly thereafter. In these circumstances it was inappropriate to go through the resignation and re-appointment process and the formal notification procedures with Companies House under the Companies Act 1985 together with the necessary amendments to the associated banking procedures.
- 6.4 The quashing of the Order allowing the transfer of the asset and the subsequent resolution of the Board on 10<sup>th</sup> October to seek a new Order from the Charity Commission suggests a longer timescale for a conclusion to be reached. In these circumstances a change of the chair of the board of directors is now appropriate.
- 6.5 The current chair of the board of directors has now resigned and a replacement chair, usually the chair of the board of trustees, must be appointed to fill the resultant vacancy. There are no other vacancies for directors who are charity trustees.
- 6.6 The appointment will take immediate effect and is subject to formal registration, checks and acceptance by Companies House. The charity trustee appointed as chair will take responsibility for the all activities undertaken by APTL alongside other directors and must act in the best interest of the company at all times.

## 7. Consultation

- 7.1 There are no specific consultation requirements necessary for the board of trustees to appoint from its own membership to the board of directors.

**8. Summary and Conclusions**

8.1 This report sets out both the rationale for the non-appointment of a replacement for the chair of the board of directors either this year and now revisits that approach in light of the changed circumstances and makes recommendations thereon.

**9. Recommendations**

9.1 That the board resolve to appoint the chair of trustees as chair of the board of directors of Alexandra Palace Trading Ltd.

**10. Legal and Financial Implications**

10.1 Both the Trust Solicitor and Director of Finance have been sent copies of this report.

**11. Equalities Implications**

11.1 No specific equalities issues arise from the content of this report.

**12. Use of Appendices/Tables/Photographs**

12.1 Memorandum and Articles of Association of Alexandra Palace Trading Ltd.

**THE COMPANIES ACTS 1985 TO 1989**

**COMPANY LIMITED BY SHARES**

**MEMORANDUM AND ARTICLES OF ASSOCIATION**

**OF**

**ALEXANDRA PALACE TRADING LIMITED**

**(As amended by Special Resolutions dated 19<sup>th</sup> August 1999,  
12<sup>th</sup> October 1999 and 13<sup>th</sup> February 2002)**

**BATES, WELLS & BRAITHWAITE  
Cheapside House  
138 Cheapside  
London EC2V 6BB  
STL.MG.JM.016883.4**

THE COMPANIES ACTS 1985 TO 1989

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COMPANY LIMITED BY SHARES

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MEMORANDUM OF ASSOCIATION

of

ALEXANDRA PALACE TRADING LIMITED

(As amended by Special Resolutions dated 19<sup>th</sup> August 1999,  
12<sup>th</sup> October 1999)

1. The Company's name is Alexandra Palace Trading Limited.
2. The Company's registered office is to be situated in England and Wales.
- 3A. The object of the company is to carry on business as a general commercial company to procure profits and gains for the purpose of paying them to Alexandra Palace and Park Charitable Trust (registered charity number 281991) or any other charitable body which succeeds to its charitable purposes.
- 3B. The company shall pay such profits and gains at such times and after making such retention for the purposes of the company's continued trade and development as the directors think fit.
4. The liability of the members is limited.
5. The Company's share capital is £100 divided into 100 shares of £1 each.

We the subscribers to this Memorandum of Association wish to be formed into a company pursuant to this Memorandum; and we agree to take the number of shares shown opposite our respective names.

---

NAMES AND ADDRESSES OF SUBSCRIBERS	Number of Shares taken by each Subscribers
------------------------------------	--

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LONDON LAW SERVICES LIMITED

Temple Chambers

Temple Avenue

London EC4Y OHP

One

LONDON LAW SECRETARIAL LIMITED

Temple Chambers

Temple Avenue

London EC4Y OHP

One

Total of shares taken

Two

---

Dated the 29<sup>th</sup> day of July 1999

Witness to the above signature:-

COLIN A LAW

Temple Chambers

Temple Avenue

London EC4Y OHP



THE COMPANIES ACTS 1985 – 1989

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

ALEXANDRA PALACE TRADING LIMITED

(As amended by Special Resolutions dated 19<sup>th</sup> August 1999,  
12<sup>th</sup> October 1999 and 13<sup>th</sup> February 2002)

INTERPRETATION

1. In these articles:-
  - 1.1 “the Act” means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force.
  - 1.2 “the Articles” means these articles of the company.
  - 1.3 “the Charity” means Alexandra Palace and Park Charitable Trust (registered charity number 281991) or any other charitable body which succeeds to its charitable purposes.
  - 1.4 “clear days” in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.
  - 1.5 “the Council” means Haringey Council of Civic Centre, Wood Green, London N22 8LE.
  - 1.6 “the Memorandum” means the memorandum of association of the company.
  - 1.7 “Secretary” means the secretary of the company or any other person appointed to perform the duties of the secretary of the company.
  - 1.8 Unless the context otherwise requires, words or expression contained in the Articles bear the same meaning as in the Act but excluding any statutory modification thereof not in force when the Articles become binding on the company.
  - 1.9 The provisions of Table A shall not apply to and are expressly excluded from the Articles except where they are expressly included.

SHARES

2. Subject to the provisions of the Act any share may be issued with such rights or restrictions as the company may by ordinary resolution determine.
3. No share shall be transferred except with the consent of the member which may in its absolute discretion and without giving any reason decline to register any transfer of any share.

AUTHORISED REPRESENTATIVES

4. The company secretary from time to time of each corporate member (or such other person as is from time to time notified to the company in writing) shall be the duly authorised representative of such corporate member.

MEETINGS AND COMPANY RESOLUTIONS

5. Subject to the provisions of the Act, the company shall dispense with the holding of general meetings and all resolutions of the company shall be passed by way of written resolution signed by the member or, in the case of a corporate member, by its duly authorised representative.
6. If in accordance with the Act a general meeting is required to be called then the provisions of articles 40 to 63 inclusive of Table A in force on the date of incorporation of the company shall apply to such meeting.

DIRECTORS

- 7.1 The maximum number of directors shall be eight and the minimum two.
- 7.2 The Board of directors shall comprise eight directors of which:
  - 7.2.1 up to four shall be trustees of the Charity;
  - 7.2.2 one shall be an employee of the Company;
  - 7.2.3 one shall be an officer of the Council;
  - 7.2.4 two others who shall not be officers or members of the Council, employees of the Company or trustees of the Charity.

Appointment and Removal of Directors

8. The directors shall be appointed by resolution of the member. The directors shall be removed by service of a notice as provided for in article 9.7.
9. The office of a director shall be vacated if -
  - 9.1 he or she ceases to be a director by virtue of any provision of the Act or he or she becomes prohibited by law from being a director; or
  - 9.2 he or she ceases to be a member of the London Borough of Haringey and is disqualified from such duty; but this Article will not apply to any director whose membership of the Council terminates in the period immediately prior to Council elections as part of the Council's election cycle. Any such director shall continue in office until replaced by a successor or re-appointed following the Council elections.
  - 9.3 he or she becomes bankrupt or makes any arrangement or composition with his or her creditors generally; or
  - 9.4 he or she is, or may be, suffering from mental disorder and either:-
    - (i) he or she is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or in Scotland, an application for admission under the Mental Health (Scotland) Act 1960; or
    - (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his or her detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his or her property or affairs; or
  - 9.5 he or she resigns his or her office by notice to the company; or
  - 9.6 he or she shall for more than six consecutive months have been absent without permission of the directors from meetings of directors held during that period and the directors resolve that his or her office be vacated.
  - 9.7 a written notice dismissing the director signed by the member's authorised representative, is served on the company at its registered office.

Powers of Directors

10. Subject to the provisions of the Act, the Memorandum and the Articles and to any directions given by special resolution, the business of the company shall be managed by the directors who may exercise all the powers of the company. No alteration of the Memorandum or Articles and no such direction shall invalidate any prior act of the directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this article shall not be limited by any special power given to the directors by the Articles and a meeting of directors at which a quorum is present may exercise all powers exercisable by the directors.
11. The directors may, by power of attorney or otherwise, appoint any person to be the agent of the company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his or her powers.

Delegation of Directors' Power

12. The directors may delegate any of their powers to any committee consisting of one or more directors. They may also delegate to any managing director or any director holding any other executive office such of their powers as they consider desirable to be exercised by him or her. Any such delegation may be made subject to any conditions the directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by the Articles regulating the proceedings of directors so far as they are capable of applying.

Remuneration of Directors

13. The directors (other than the director identified in Article 7.2.3 and directors who are also trustees of the Charity) shall be entitled to such remuneration as the company may by ordinary resolution determine.

Directors' Expenses

14. The directors may be paid all travelling, hotel, and other expenses properly incurred by them in connection with their attendance at meetings of directors or committees of directors or general meetings or otherwise in connection with the discharge of their duties.

Directors' Appointments and Interests

15. Subject to the provisions of the Act a director

- 15.1 may be a director or other officer of, or employed by the Charity or any body corporate promoted by the company or in which the company is otherwise interested provided that no director who is also a trustee of the Charity shall be remunerated or receive other benefits in respect of such employment or office; and
- 15.2 shall not, by reason of his or her office, be accountable to the company for any benefit which he or she derives from any such office or employment and no transaction or arrangement of the company shall be liable to be avoided on the ground of any such benefit.

Proceedings of Directors

16. Subject to the provisions of the Articles, the directors may regulate their proceedings as they think fit. A director may, and the secretary at the request of a director shall, call a meeting of the directors. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chair shall have a second or casting vote.
17. The quorum for the transaction of the business of the directors may be fixed by the member and unless so fixed at any other number shall be two.
18. The continuing directors or a sole continuing director may act notwithstanding any vacancies in their number, but, if the number of directors is less than the number fixed as the quorum, the continuing directors or director may act only for the purpose of calling a general meeting.
19. The directors may appoint one of their number to be the chair of the board of directors and may at any time remove him or her from that office. Unless he or she is unwilling to do so, the director so appointed shall preside at every meeting of directors at which he or she is present. If there is no director holding that office, or if the director holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the directors present may appoint one of their number to be chair of the meeting.
20. All acts done by a meeting of directors, or of a committee of directors, or by a person acting as a director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and had been entitled to vote.

21. A resolution in writing signed by all the directors entitled to receive notice of a meeting of directors or of a committee of directors shall be as valid and effectual as if it had been passed at a meeting of directors or (as the case may be) a committee of directors duly convened and held and may consist of several documents in the like form each signed by one or more directors. The date of a written resolution of the directors shall be the date on which the last director signs.
  - 22.1 Save as otherwise provided by the Articles, a director shall not vote at a meeting of directors or of a committee of directors on any resolution concerning a matter in which he or she has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the company.
  - 22.2 Any person who is both a director and an officer of the Council should at a meeting of directors or of a committee of directors declare his interest and not vote on a resolution concerning any matter which relates to the relationship between the Company and the Council.
  23. A director shall not be counted in the quorum present at a meeting in relation to a resolution on which he or she is not entitled to vote.
  24. The company may by ordinary resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of the Articles prohibiting a director from voting at a meeting of directors or of a committee of directors.
  25. Where proposals are under consideration concerning the appointment of two or more directors to offices or employments with the company or any body corporate in which the company is interested the proposals may be divided and considered in relation to each director separately and (provided he or she is not for another reason precluded from voting) each of the directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution except that concerning his or her own appointment.
  26. If a question arises at a meeting of directors or of a committee of directors as to the right of a director to vote, the question may, before the conclusion of the meeting, be referred to the chair of the meeting and his or her ruling in relation to any director other than himself or herself shall be final and conclusive.
- SECRETARY
27. Subject to the provisions of the Act, the secretary shall be appointed by the directors for such term, at such remuneration and upon such

conditions as they may think fit; and any secretary so appointed may be removed by them. The secretary shall not be remunerated if he or she is a trustee of the Charity but shall be entitled to reimbursement of expenses to the same extent that the directors are entitled.

#### MINUTES

28. The directors shall cause minutes to be made in books kept for the purpose:-
- 28.1 of all appointments of officers made by the directors; and
- 28.2 of all proceeding at meetings of the company and of the directors, and of committees of directors, including the names of the directors present at each such meeting;

and the directors shall cause all written resolutions of the members and of the directors to be kept in such books.

#### ACCOUNTS

29. Accounts shall be prepared in accordance with the Act.

#### NOTICES

30. Notices under the Articles may be sent by hand, or by post or by suitable electronic means. The only address at which the member is entitled to receive notices is the address shown in the register of members. Any notice given in accordance with the Articles is to be treated for all purposes as having been received three days after being sent by first class post to that address or immediately if sent by electronic means effecting immediate transmission and receipt or, if earlier, on being handed personally to the member or, in the case of a corporate member, its duly authorised representative.

#### WINDING UP

31. If the company is wound up all remaining assets of the company after paying the debts of the company and the costs of winding up shall be paid to the Charity.

#### INDEMNITY

32. Subject to the provisions of the Act but without prejudice to any indemnity to which a director may otherwise be entitled, every director or other officer or auditor of the company shall be indemnified out of

the assets of the company against any liability incurred by him or her in defending any proceedings, whether civil or criminal, in which judgment is given in his or her favour 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 company.

DIRECTORS' INDEMNITY INSURANCE

33. The directors shall have power to resolve to effect directors' indemnity insurance despite their interest in such policy.

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NAME AND ADDRESSES OF SUBSCRIBERS

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LONDON LAW SERVICES LIMITED  
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Temple Avenue  
London EC4Y OHP

LONDON LAW SECRETARIAL LIMITED  
Temple Chambers  
Temple Avenue  
London EC4Y OHP

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Dated the 29<sup>th</sup> day of July 1999

Witness to the above signature:-

COLIN A LAY  
Temple Chambers  
Temple Avenue  
London EC4Y OHP



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