

The Companies Act 2006
Company Limited by Guarantee with no Share Capital
ARTICLES OF ASSOCIATION
of
HARINGEY CULTURE COLLECTIVE (*"the Charity"*)

1 Interpretation

The definitions in Article 20 apply in these Articles.

2 Name

The name of the Charity is Haringey Culture Collective.

3 Registered Office

The Charity's registered office is to be in England and Wales.

4 Objects

The charitable objects of the Charity, are, for the public benefit, to:

4.1 promote the arts, culture, and heritage, particularly (not exclusively) in relation to the area of Haringey and related areas; and particularly (not exclusively) in relation to Haringey's status as the London Borough of Culture 2027;

4.2 advance the education of the public, particularly (not exclusively) in relation to arts, culture, and heritage; and

4.3 relieve the need of people arising through disadvantage, particularly (not exclusively) in relation to the area of Haringey and related areas.

5 Powers

The Charity has the following powers, to be exercised exclusively in promoting the Objects, to:

5.1 consult, and engage and collaborate with the Member, in promoting common charitable purposes, particularly (not exclusively) relating to Haringey being the London Borough of Culture 2027 and the establishment of a community legacy institution dedicated to the Objects;

5.2 consult, and engage and collaborate with, the people, communities, organisations, businesses, and other stakeholders, living, or working in, or resorting to, the London Borough of Haringey and related areas;

5.3 support, promote, develop and undertake events, and projects;

5.4 publish and distribute materials;

5.5 raise funds by any means;

5.6 support charities and other organisations promoting common purposes, including through grants, loans and guarantees;

5.7 undertake any primary purpose trading, establish subsidiary companies, and participate in joint-ventures;

5.8 support, promote, develop and undertake research, making useful results publicly available;

5.9 undertake any campaigning, or political, activity as a reasonable means of promoting the Objects;

5.10 borrow funds, and provide security, including guarantees, in accordance with the regulatory requirements of the Charities Act;

5.11 acquire, by any means, property of any kind, and exercise all rights associated with property;

5.12 dispose of property, on any basis, in accordance with the regulatory requirements of the Charities Act;

5.13 set aside funds as reserves and for designated purposes;

5.14 invest funds in any manner, taking advice from a Financial Expert as reasonably appropriate;

5.15 delegate the management of investments to a Financial Expert, in accordance with a written investment policy, on the basis that:

- (a) regular reports are provided to the Trustees;
- (b) performance of the investments is regularly reviewed, by the Trustees, with advice as reasonably appropriate;
- (c) the delegation may be revoked on reasonable written notice;
- (d) the investment policy and the delegation arrangement are reviewed at least annually;
- (e) the reasonable scope of the delegated authority and reasonable payment terms are agreed, in advance, in writing;

5.16 use any banking, or investment facilities, including nominee asset holding services;

5.17 maintain any reasonably required insurance;

5.18 provide Indemnity Insurance for the benefit of the Trustees in accordance with, and subject to the conditions in, Section 189 of the Charities Act;

5.19 employ, or engage, any personnel (subject to Article 6.5);

5.20 contract with, or amalgamate with, any other organisation;

5.21 pay the costs of establishing the Charity;

5.22 do anything else reasonably conducive, or incidental, to the promotion of the Objects.

6 Non-profit Distribution and Restrictions on Personal Benefit

6.1 The assets of the Charity must be used only for promoting the Objects, do not belong to the Member and must not be distributed to the Member, except, subject to Article 7, as a collaborative strategic partner, in promoting the Objects, and subject to the general exceptions in Article 6.3.

6.2 Trustees and Connected Persons may not receive any payment, or other material benefit, directly, or indirectly, from the Charity, subject to the general exceptions in Articles 6.3 to 6.6.

6.3 Subject to Article 7, the Member, Trustees, or Connected Persons may:

- (a) be paid interest at a reasonable rate on money lent to the Charity;
- (b) be paid a reasonable rent, licence fee, or hiring fee for property let, licensed, or hired to the Charity;
- (c) as beneficiaries, of the Charity, receive charitable benefits in that capacity, on the same basis as any other members of the beneficial class; and
- (d) take part in the normal activities of the Charity on the same basis as members of the public;
- (e) indirectly benefit from payment to any company in which the Trustee or Connected Person has no more than a one per cent shareholding.

6.4 A Trustee is entitled to receive:

- (a) the benefits of the Indemnity pursuant to Article 17 and Indemnity Insurance provided under Article 5.18;
- (b) reimbursement of reasonable expenses actually incurred through acting as a Trustee.
- (c) payment to any company in which a Trustee or a Connected Person has no more than a one per cent shareholding.

6.5 No Trustee may be employed by the Charity, except with Commission consent, and any employment of a Connected Person must, be in the best interests of the Charity, in accordance with the Charity's standard employment process, and subject to Article 7.

6.6 No Trustee, Connected Person, or business in which a Trustee or Connected Person has any material interest, may be employed, or engaged, by the Charity except, subject to Article 7, on the basis that:

- (a) the appointment is in the best interests of the Charity, in respect of services, or goods, needed by the Charity;

(b) the contract is in writing, provides for reasonable remuneration and the maximum to be paid by the Charity;

(c) no more than a minority of Trustees are subject, or connected to, such a contract in any financial year.

7 Potential Conflict of Interest Management

7.1 A Trustee who becomes subject to any potential, material conflict of interest and/or duty, must:

(a) declare the nature and extent of their interest before discussion begins on the matter;

(b) withdraw from any discussion of that matter after providing any information requested by the Trustees;

(c) not be counted in the quorum for that part of the meeting; and

(d) be absent during the vote and have no vote on the matter.

7.2 Except in relation to any matter arising under Article 6, when any Trustee becomes subject to any potential, material conflict of interest and/or duty, the other Trustees may, if they form a quorum, in the best interests of the Charity, by resolution, passed in the absence of the relevant Trustee authorise the relevant Trustee, notwithstanding the potential conflict, to:

(a) continue to participate in discussions leading to the making of a decision and to vote;

(b) disclose information confidential to the Charity to a third party; or (c) take, or refrain from any other related action. 7.3 A Trustee who obtains (other than through his or her position as Trustee) information that is confidential to a third party, shall not be in breach of their duty to the Charity if they declare the conflict in accordance with Article 7 and then withholds such confidential information from the Charity.

8 Sole Company Membership

8.1 The sole Member of the Charity is the Authority.

8.2 Membership is not transferable.

9 Limited Liability of the Member

The Member's liability, as company member, is limited to a contribution of £1 to the assets of the Charity, if the Charity is wound up while the Member is, or within one year after it ceases to be, a company member.

10 Resolutions of the Member

A resolution, exercising powers of the Member, shall be notified, as a Written Resolution, by an authorised representative of the Member, to the Charity's Secretary, or Chair, or in the absence of either, any Trustee.

11 Trustees of the Charity

11.1 The Charity is governed by a Board of Trustees.

11.2 The Member has power to appoint Trustees, to terms in office in its discretion (noting Commission guidance suggests a maximum continuous term in office of 9 years) and has power to remove Trustees.

11.3 The Member shall appoint Trustees with a view to ensuring the Board of Trustees is comprised of individuals of integrity and commitment, collectively with the skills, knowledge and experience required for the effective and efficient governance of the Charity.

11.4 The minimum number of Trustees shall be 3.

11.5 If the number of Trustees falls below 3, the continuing Trustees(s) have/has power only to engage with the Member for the purpose restoring the minimum number of Trustees.

11.6 The quorum for decisions of the Trustees shall be 2 and to facilitate potential conflict of interest management the Member shall ensure, as far as practicable, that there is an available quorum from Trustees who are not also officers, or employees, of the Member.

11.7 The Member may designate the Chair of Trustees, to a term in office in its discretion. In the absence of such a designation the Trustees, in consultation with the Member, shall appoint one of the Trustees as Chair.

11.8 In relation to appointment and removal decisions for Trustees other than the Chair, the Member shall consult the Chair.

11.9 No person may be appointed as a Trustee if they would be disqualified from acting under the Charities Act, or the Act.

11.10 A Trustee's term of office terminates if they:

(a) are removed from office by the Member, in consultation with the Chair (subject to Article 11.11), for any reason, including insufficient engagement, or lack of capacity;

(b) resign in Writing and at least a quorum of Trustees remains in office;

(c) become disqualified from acting under the Charities Act, or the Act.

11.11 The Chair may be removed from office, as a Trustee and consequently as Chair, by the Member, in consultation with the other Trustees, for any reason including insufficient engagement, or lack of capacity.

11.12 The functioning and composition of the Board of Trustees and the contribution of individual Trustees, including the Chair, may be reviewed annually by the Member, or through arrangements prescribed by the Member, in consultation with the Chair and the Member's CEO.

12 Proceedings of the Board

12.1 The Trustees shall hold at least two Board meetings each year. (Board meetings do not have the status of public meetings).

12.2 A representative of the Member's may be invited to any Board meeting and included in written communications relating to written Board decisions, as an observer and consultant to Board proceedings, on behalf of the Member. They may contribute to Board discussions, but shall not be a participant in Board decisions.

12.3 The Chair may at any time, and two Trustees jointly may at any time, call a meeting of the Trustees, which may be organised by the Secretary.

12.4 At least 7 calendar days' notice of every meeting shall be sent to each Trustee, specifying the place, date, time and scheduled business of the meeting, except that shorter notice may be provided in urgent circumstances.

12.5 A meeting of the Trustees may be held either in person, or by video-communication, or by other electronic means agreed by the Trustees, in which all participants may communicate with all the other participants simultaneously. Trustees will endeavour to arrange at least one in person meeting in each year.

12.6 The Chair or (if the Chair is unavailable another Trustee, chosen by the Trustees) shall preside at each meeting and may exercise a second, casting vote, in the event of deadlock.

12.7 Every issue requiring a decision of the Trustees may be determined, with each Trustee (subject to Article 12.6) having one vote, by:

(a) a simple majority of the votes cast at a quorate meeting; or

(b) by a written resolution agreed by a simple majority of the total number of Trustees 19917338v1 eligible to vote on the matter.

12.8 A written resolution under Article 12.7 may be contained in more than one copy of the document and will be passed on the date of the last required confirmed agreement.

12.9 A technical, or procedural, defect of which the Trustees were unaware at the time does not invalidate Board decisions.

13 Powers of Trustees

13.1 The Trustees may exercise all powers of the Charity.

13.2 The Trustees may appoint a Secretary, to provide administrative support to the Board and invite observers to attend Board meetings.

13.3 The Trustees may delegate any of their functions to executive committees consisting of two or more individuals appointed by them, on the basis that:

(a) a written scope of authority and written procedures, including reporting instructions are provided to the committee;

(b) no expenditure may be incurred on behalf of the Charity, and there is no power to sub-delegate, except as approved in writing by the Trustees; and

(c) the Trustees may revoke or alter the delegation at any time.

13.4 The Trustees may delegate the management of the affairs of the Charity in accordance with the directions of the Trustees to any individual employee, or engaged consultant, on any appropriate terms and conditions.

13.5 The Trustees may adopt further procedural rules, subject to these Articles, for the effective and efficient management of the Charity. The Chair shall determine procedure subject to the Articles and such rules. 13.6 The Trustees shall endeavour to establish an agreement with the Member, for the effective and efficient operation of the relationship between the Charity and the Member.

14 Records and Accounts of the Charity

14.1 The Trustees must keep minutes of all Board and committee meetings and Board, committee and Member resolutions and records of all professional advice obtained.

14.2 The Trustees must comply with the requirements of the Act and the Charities Act for keeping financial records, the audit or independent examination of accounts, and submitting required information, including annual accounts, reports and returns to the Registrar of Companies and the Commission.

15 Communications within the Charity

Communications, including formal communications, between the Trustees, the Member and the Secretary may be by email, or any other agreed form of communication, using email, or other addresses, provided for the purpose.

17 Indemnity to Trustees and Officers of the Charity

The Charity shall indemnify every Trustee, including any former Trustee, or any other officer of the Charity, against any liability incurred in the proper performance of their duty, including any arising from successfully defended legal proceedings in that capacity, or arising from any matter in which relief from liability is granted by the Court, or the Commission. 18 Dissolution of the Charity

On the dissolution of the Charity, any assets remaining after provision has been made for all its liabilities must be transferred to another organisation, or applied, exclusively in accordance with the Objects, as resolved by the Member, which may include transfer to the Member on restrictive conditions requiring application exclusively in accordance with the Objects.

19 Variation to these Articles

The Member may amend these Articles by special resolution in accordance with the Act, provided the amendments are consistent with the Charities Acts, noting that amendments to Articles 4, 6, 7 and 18 will, or may, require the consent of the Commission.

20 Definitions

In these Articles, the following definitions apply:

“Act” the Companies Acts as defined in Section 2 of the 19917338v1

Companies Act 2006, in so far as they apply to the Charity;

“Articles” these articles of association;

“Board” the board of governance of the Charity, comprising the Trustees;

“Chair” the Trustee designated to act as the chair of the Board under Article 11.6;

“Charities Act” the Charities Act 2011 (as amended, or superseded);

“Commission” the Charity Commission for England and Wales (or any successor institution);

“Financial Expert” an individual, corporate body authorised to give investment advice under the Financial Services and Markets Act 2000 as amended, or superseded);

“Indemnity Insurance” insurance against personal liability incurred by any Trustee for an act or omission which is, or is alleged to be, a breach of trust or breach of duty, unless the act, or omission, amounts to a criminal offence, or the Trustee concerned knew that, or was reckless whether, the act, or omission, was a breach of trust or breach of duty;

“Member” Haringey London Borough Council of River Park House, 225 High Road, London N22 8HQ;

“Objects” the charitable objects of the Charity as defined in Article 4;

“Secretary” any person appointed to perform the duties of a company secretary of the Charity;

“Trustee(s)” a/the charity trustee(s) for the purposes of the Charities Act and a/the company director(s) of the Charity for the purposes of the Act; *“written”/“in writing”* the representation or reproduction of writing by any method or combination of methods, including as sent by email, or other electronic means.