

Company number: 09439564

**THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE**

**ARTICLES OF ASSOCIATION
KNIGHTSBRIDGE NEIGHBOURHOOD
FORUM LIMITED**

(as amended by special resolution on 24 June 2020)

INDEX

Clause	Heading	Page No.
1	Interpretation	3
2	Liability of Members	5
3	Objects	5
4	Objectives	5
5	Powers	6
6	Directors	7
7	Membership	14
8	Decision Making by Members	15
9	Voting at General Meetings	18
10	Administrative Arrangements	20

1 INTERPRETATION

1.1 In these Articles, unless the context otherwise requires:

“Act”	the Companies Act 2006;
“Annual General Meeting”	the meaning given in Article 8.1.2;
“Articles”	the Forum's articles of association for the time being in force and otherwise referred to as the constitution of the Forum;
“bankruptcy”	includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
“Business Day”	any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;
“Business Director”	a Business Member who is a Director;
“Business Member”	the meaning given in Article 7.1.1.2;
“Calendar Year”	1 January to the following 31 December;
“Conflict”	a situation in which a Director has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Forum;
“Cultural Director”	A Cultural Member who is a Director;
“Cultural Member”	has the meaning given in Article 7.1.1.3;
“Designation”	the designation of the Forum by Westminster City Council as a neighbourhood forum;
“Director”	means a director of the Forum, and includes any person occupying the position of director, by whatever name called;
“document”	includes, unless otherwise specified, any document sent or supplied in electronic form;
“electronic form”	has the meaning given in section 1168 of the Act 2006;
“Eligible Director”	a Director who would be entitled to vote on the matter at a meeting of the Steering Group (but excluding in relation to the authorisation of a Conflict pursuant to Article 6.9, any Director whose vote is not to be counted in respect of the particular matter);
“Forum”	Knightsbridge Neighbourhood Forum Limited;

“Knightsbridge Neighbourhood Area”	the area edged red or black in the plan attached to these Articles in the Annex;
“Meeting Chair”	the chair of a particular meeting of the Members in accordance with Article 8 (being the Chair or, in their absence, the Vice Chair or, in their absence, the Secretary);
“Member”	a member of the Forum;
“Neighbourhood Plan”	a neighbourhood development plan for the Knightsbridge Neighbourhood Area in accordance with the Planning and Compulsory Purchase Act 2004 (as amended by the Localism Act 2011), being a plan which sets out policies (however expressed) in relation to the development and use of land in the whole or any part of the Knightsbridge Neighbourhood Area;
“ordinary resolution”	has the meaning given in section 282 of the Act;
“Resident Director”	a Resident Member who is a Director;
“Resident Member”	the meaning given in Article 7.1.1.1;
“special resolution”	the meaning given in section 283 of the Act;
“Steering Group”	means the Directors collectively;
“subsidiary”	the meaning given in section 1159 of the Companies Act 2006; and
“Westminster Director”	a Westminster Member who is a Director;
“Westminster Member”	the meaning given in Article 7.1.1.4;
“writing”	means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

1.2 Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Act as in force on the date when these Articles become binding on the Forum.

1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.

1.4 A reference in these Articles to an “Article” is a reference to the relevant article of these Articles unless expressly provided otherwise.

1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:

1.5.1 any subordinate legislation from time to time made under it; and

- 1.5.2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.6 Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 The model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) shall not apply to the Forum.

2 LIABILITY OF MEMBERS

- 2.1 The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Forum in the event of its being wound up while they are a Member or within one year after they cease to be a Member, for:
 - 2.1.1 payment of the Forum's debts and liabilities contracted before they cease to be a Member;
 - 2.1.2 payment of the costs, charges and expenses of the winding up; and
 - 2.1.3 adjustment of the rights of the contributories among themselves.

3 OBJECTS

- 3.1 The objects of the Forum shall be unlimited, but the Forum is primarily established for the public benefit for the following purposes:
 - 3.1.1 to promote or improve the social, economic and environmental wellbeing of the Knightsbridge Neighbourhood Area for its residents, businesses and institutions;
 - 3.1.2 to ensure that any development in the Knightsbridge Neighbourhood Area is sustainable and appropriate to the distinctive and historic character of the Knightsbridge Neighbourhood Area;
 - 3.1.3 to promote high standards of city planning and architecture in the Knightsbridge Neighbourhood Area; and
 - 3.1.4 to develop a Neighbourhood Plan that: is appropriate having regard to national policy; contributes to the achievement of sustainable development; and is in general conformity with the strategic policies in the development plan for the Knightsbridge Neighbourhood Area.

4 OBJECTIVES

- 4.1 The Forum reserves the right to undertake any activities permitted by the relevant neighbourhood planning provisions of the Localism Act 2011 and exercise any powers which attach to the Forum as a designated forum. This could include producing a neighbourhood plan, a neighbourhood development order, community right to build order or identifying assets of community value and any subsequent powers or responsibilities that are given to it whilst in operation.
- 4.2 The Forum may choose to comment on any plans and proposals in relation to the area to enhance it such as transport and health plans, individual planning applications and other proposals which are likely to have a significant impact on the area. It may also exercise its role in relation to the use of community infrastructure levy (CIL) funds and may produce a schedule of locally desirable community infrastructure projects.

- 4.3 The Forum aspires to use the neighbourhood forum processes to improve the functioning of the Knightsbridge Neighbourhood Area by consulting widely on, amongst other things, ways to: protect, preserve and enhance its unique character; make the area more sustainable; have a well planned and maintained public realm which responds well to the high volumes of workers and visitors to Knightsbridge and the needs of local people; support efforts to reduce crime and disorder and prevent public nuisance; enhance its economic performance for local businesses and suitability for local institutions; improve quality of life for residents; and support measures which improve air quality and reduce noise nuisance.
- 4.4 The Forum aims to produce or update or replace a Neighbourhood Plan, following consultation with local people and organisations and consideration of the issues raised through the consultation process, that is relevant, realistic and evidence-based, to address local issues effectively.
- 4.5 The Forum will seek at all times to act on the basis of equality between and respect for all persons regardless of gender, age, race (including ethnicity and nationality) sexual orientation, religion or belief, disability and socio-economic status.
- 4.6 The Forum is a non-political organisation to benefit residents, workers, businesses and institutions and will seek to consult with Westminster City Council, statutory bodies and other appropriate organisations/bodies on issues of local concern, including improvements to the Knightsbridge Neighbourhood Area and its environment, appearance and/or amenities.

5 POWERS

In pursuance of the objects set out in Article 3, the Forum has the power to:

- 5.1 buy, lease or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal and to improve, manage, develop, construct, repair, sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Forum;
- 5.2 borrow and raise money in such manner as the Steering Group shall think fit and secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security on the Forum's property and assets;
- 5.3 invest and deal with the funds of the Forum not immediately required for its operations in or upon such investments, securities or property as may be thought fit;
- 5.4 lobby, advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, politics and/or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body or organisation in each case in such way or by such means as may, in the opinion of the Steering Group, affect or advance the principal objects in any way;
- 5.5 pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Forum and to contract with any person, firm or company to pay the same;
- 5.6 enter into contracts to provide services to or on behalf of other bodies;
- 5.7 provide and assist in the provision of money, materials or other help;
- 5.8 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments; and

- 5.9 do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the objects set out in Article 3.

6 DIRECTORS

6.1 Directors' general authority

Subject to the Articles, the Steering Group is responsible for the management of the Forum's business, for which purpose they may exercise all the powers of the Forum.

6.2 The Steering Group

6.2.1 The board of Directors of the Forum shall be known as the "Steering Group" and shall manage the Forum.

6.2.2 There shall at all times be a minimum of eight and a maximum of 12 Directors of the Forum, including the Chair, all of whom shall volunteer.

6.2.3 There shall at all times be at least four Resident Directors (including the Chair), two Business Directors, two Cultural Directors and a maximum of one optional Westminster Director provided that all times Resident Directors make up at least half of the Steering Group.

6.2.4 The Steering Group shall elect its own officers from among the Directors, including the first Chair and each Vice Chair, Treasurer and Secretary.

6.2.5 The position of Chair shall be held by a Resident Director and the position of Vice Chair shall be held by any Director chosen by the Steering Group.

6.2.6 The first Chair shall stand from the date of incorporation of the Forum until the third Annual General Meeting of the Forum, at which meeting they shall retire as Chair. Each subsequent Chair may stand until the third Annual General Meeting after the Annual General Meeting at which they are elected Chair.

6.2.7 At the end of each Chair's period in office, they may put themselves forward for re-election by ordinary resolution as Chair at the Annual General Meeting at which they retired as Chair. In the event that the re-election of a retiring Chair is not approved by the Forum:

6.2.7.1 the retiring Chair shall retire as a Director; and

6.2.7.2 a new Chair shall be elected by the Forum from the Steering Group as constituted following any elections or re-elections pursuant to Article 6.2.11.

6.2.8 If vacancies among the Resident Directors, the Business Directors, the Cultural Directors or the Westminster Director occur the Steering Group may appoint new Directors (each a "New Director"). The appointment of any New Directors must be endorsed at the next following Annual General Meeting by ordinary resolution.

6.2.9 Two Resident Directors, one Business Director and one Cultural Director of the first Directors of the Forum shall retire at the second Annual General Meeting. The remaining first Directors shall retire at the third Annual General Meeting. In the event that the Directors cannot agree which Directors should retire such retirements will be decided by 'lot' save in relation to the Chair. All New Directors may stand until the third Annual General Meeting after the Annual General Meeting at which they are appointed a Director.

- 6.2.10 The first Westminster Director shall stand from the date of the first meeting of the Steering Group until the third Annual General Meeting of the Forum, at which meeting they shall retire as a Westminster Director. Each subsequent Westminster Director may stand until the third Annual General Meeting after the Annual General Meeting at which they are elected as (or endorsed as) a Westminster Director.
- 6.2.11 At each Annual General Meeting, any Member (an "Applicant") shall be entitled to stand for election to the Steering Group provided that a vacancy will arise at that meeting and they have submitted a prior written application to the Secretary, in such format as the Steering Group may prescribe from time to time, which must be received by the Secretary no less than 10 clear Business Days prior to the relevant Annual General Meeting. An Applicant must state in their application whether they intend to stand as a Resident Director, Business Director, Cultural Director or Westminster Director.
- 6.2.12 At the relevant Annual General Meeting, any Applicants and any Directors wishing to put themselves forward for re-election to the Steering Group where a vacancy has arisen in accordance with Article 6.2.9 shall be voted upon by the Forum. Following the taking of such a vote, the prospective new Resident Director, the prospective new Business Director, the prospective new Cultural Director and the prospective new Westminster Director each receiving the highest number of votes shall be elected to the Steering Group until vacancies are filled subject to Article 6.2.13.
- 6.2.13 At any one time there shall be no more than one Director appointed from Westminster City Council, the same business, institution, block or blocks of flats, roads or square. Accordingly an Applicant receiving the highest number of votes pursuant to Article 6.2.12 shall be elected to the Steering Group provided that there is not already a Director from Westminster City Council, the same business, institution, block or blocks of flats, road or square (as applicable) on the Steering Group.
- 6.2.14 In the event that the election of any New Director is not endorsed by the Forum at an Annual General Meeting, replacement director(s) shall be nominated by the Steering Group for approval by the Forum by ordinary resolution.
- 6.2.15 A person ceases to be a Director as soon as:
- 6.2.15.1 they retire at an Annual General Meeting;
 - 6.2.15.2 that person ceases to be a Director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;
 - 6.2.15.3 a bankruptcy order is made against that person;
 - 6.2.15.4 a composition is made with that person's creditors generally in satisfaction of that person's debts;
 - 6.2.15.5 a registered medical practitioner who is treating that person gives a written opinion to the Forum stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months; or
 - 6.2.15.6 notification is received by the Forum from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms.

6.3 **Representation of the Forum and Delegation by Steering Group**

- 6.3.1 No Director (other than the Chair) may externally represent the Forum (including communicating with statutory bodies or the media) or attend meetings on behalf of the Forum, without the prior written approval of the Chair.
- 6.3.2 The Steering Group may delegate powers on specific matters to such committees, Members or persons as might be deemed appropriate, including administrative support from a third party.
- 6.3.3 If the Steering Group so specifies, any such delegation may authorise further delegation of the Steering Group's powers by any person to whom they are delegated.
- 6.3.4 The Steering Group may revoke any delegation in whole or part, or alter its terms and conditions.
- 6.3.5 Committees to which the Steering Group delegates any of its powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by the Steering Group.
- 6.3.6 The Steering Group may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.

6.4 **Chair, Vice Chair, Secretary and Treasurer**

- 6.4.1 The Chair of the Steering Group shall:
 - 6.4.1.1 chair meetings of the Steering Group and the Members;
 - 6.4.1.2 interpret these Articles and the Chair's interpretation of the Articles may only be overruled by four or more members of the Steering Group; and
 - 6.4.1.3 act as joint signatory and be authorised to use online banking facilities on the Forum's bank account alongside the Vice Chair, the Secretary and/or the Treasurer.
- 6.4.2 The Vice Chair shall:
 - 6.4.2.1 chair meetings of the Steering Group and the Members if the Chair is absent;
 - 6.4.2.2 act alongside the Chair on behalf of the Forum and represent it externally when the Chair is unavailable;
 - 6.4.2.3 assume the Chair's responsibilities if the Chair resigns until which such time as a new Chair can be appointed;
 - 6.4.2.4 assist the Chair with interpreting the Articles; and
 - 6.4.2.5 act as joint signatory and be authorised to use online banking facilities on the Forum's bank account alongside the Chair, the Secretary and/or the Treasurer.
- 6.4.3 The Secretary shall:
 - 6.4.3.1 be responsible for organising meetings of the Steering Group and

the Members, maintaining the minutes and making them available to Members within 15 Business Days of a meeting;

- 6.4.3.2 chair meetings of the Steering Group and the Members if the Chair and Vice Chair are absent; and
 - 6.4.3.3 act as joint signatory and be authorised to use online banking facilities on the Forum's bank account alongside the Chair, the Vice Chair and/or the Treasurer.
- 6.4.4 The Treasurer shall:
- 6.4.4.1 be responsible for maintaining the accounts of the Forum;
 - 6.4.4.2 be responsible for presenting the accounts for the previous financial period to the Members at the Annual General Meeting;
 - 6.4.4.3 submit a detailed summary of the accounts at every Steering Group meeting together with appropriate financial projections; and
 - 6.4.4.4 act as a joint signatory and be authorised to use online banking facilities on the Forum's bank account alongside the Chair, the Vice Chair and/or the Secretary.

6.5 Meetings of the Steering Group

- 6.5.1 The Steering Group shall meet as often as is necessary, but no less than three times per Calendar Year, to develop the Neighbourhood Plan and for any other purposes that the Steering Group shall determine.
- 6.5.2 Directors participate in a Steering Group meeting, or part of a Steering Group meeting, when:
 - 6.5.2.1 the meeting has been called and takes place in accordance with the Articles, and
 - 6.5.2.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 6.5.3 In determining whether Directors are participating in a Steering Group meeting, it is irrelevant where any Director is or how they communicate with each other.
- 6.5.4 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.
- 6.5.5 Subject to the Articles, the Steering Group may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated by the Steering Group.
- 6.5.6 The Steering Group may permit other persons who are not Directors to attend and speak (but not vote) at meetings of the Steering Group.

6.6 Calling a Steering Group Meeting

- 6.6.1 The Chair may call a Steering Group meeting by giving not less than 10 clear Business Days' notice of the meeting (or such lesser notice as all the Directors may agree) to the Directors or by authorising the Secretary to give such notice.

- 6.6.2 Notice of any Steering Group meeting must indicate:
- 6.6.2.1 an agenda;
 - 6.6.2.2 its proposed date and time;
 - 6.6.2.3 where it is to take place; and
 - 6.6.2.4 if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 6.6.3 Notice of a Steering Group meeting shall be given to each Director in writing or by electronic form.

6.7 Quorum for Steering Group Meetings

- 6.7.1 At a Steering Group meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 6.7.2 Subject to Article 6.7.5, the quorum for the transaction of business at a Steering Group meeting is the Chair plus one Resident Director, one Business Director and one Cultural Director.
- 6.7.3 If a quorum is not present within 60 minutes of the time specified in the notice of the meeting then the Chair may adjourn such meeting and give a notice in accordance with Article 6.6.2 of an adjourned meeting with the date of such meeting being not less than three Business Days and not more than 20 Business Days after the date of the original meeting (the "Adjournment Period"). A Steering Group meeting may be adjourned any number of times during the Adjournment Period.
- 6.7.4 If following the expiry of the Adjournment Period, a quorate Steering Group meeting has not been held, the Chair shall call a Steering Group meeting on the date falling five Business Days after the expiry of the Adjournment Period at a time and place specified by the Chair.
- 6.7.5 For the purposes of any meeting (or part of a meeting) held pursuant to Article 6.9 to authorise a Conflict, if there is only one Eligible Director in office other than the Interested Director(s) (defined in Article 6.9.1), the quorum for such meeting (or part of a meeting) shall be one Eligible Director.
- 6.7.6 If the total number of Directors in office for the time being is less than the quorum required, the Steering Group must not take any decision other than a decision:
- 6.7.6.1 to appoint further Directors; or
 - 6.7.6.2 to call a general meeting so as to enable the Members to appoint further Directors.

6.8 Voting at Steering Group meetings

- 6.8.1 All decisions made at any meeting of the Steering Group shall be made by simple majority.
- 6.8.2 If the numbers of votes for and against a proposal at a meeting of the Steering Group are equal, the Chair or other Director chairing the meeting shall have a casting vote.
- 6.8.3 Article 6.7 shall not apply in respect of a particular meeting (or part of a

meeting) if, in accordance with the Articles, the Chair or other Director is not an Eligible Director for the purposes of that meeting (or part of a meeting).

6.9 **Directors' Conflicts of Interest**

- 6.9.1 The Directors may, in accordance with the requirements set out in this Article, authorise any Conflict proposed to them by any Director which would, if not authorised, involve a Director (an "Interested Director") breaching their duty under section 175 of the Act to avoid conflicts of interest.
- 6.9.2 Any authorisation under this Article 6.9 shall be effective only if:
- 6.9.2.1 the matter in question shall have been proposed by any Director for consideration in the same way that any other matter may be proposed to the Steering Group under the provisions of these Articles or in such other manner as the Steering Group may determine;
 - 6.9.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
 - 6.9.2.3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.
- 6.9.3 Any authorisation of a Conflict under this Article 6.9 may (whether at the time of giving the authorisation or subsequently):
- 6.9.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
 - 6.9.3.2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the Steering Group or otherwise) related to the Conflict;
 - 6.9.3.3 provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the Steering Group in relation to any resolution related to the Conflict;
 - 6.9.3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the Steering Group think fit;
 - 6.9.3.5 provide that, where the Interested Director obtains, or has obtained (through their involvement in the Conflict and otherwise than through their position as a Director) information that is confidential to a third party, they shall not be obliged to disclose that information to the Forum, or to use it in relation to the Forum's affairs where to do so would amount to a breach of that confidence; and
 - 6.9.3.6 permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the Steering Group and be excused from reviewing papers prepared by, or for, the Steering Group to the extent they relate to such matters.
- 6.9.4 Where the Steering Group authorises a Conflict, the Interested Director shall be obliged to conduct himself in accordance with any terms and conditions

imposed by the Steering Group in relation to the Conflict.

- 6.9.5 The Directors may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.
- 6.9.6 A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Forum for any remuneration, profit or other benefit which they derive from or in connection with a relationship involving a Conflict which has been authorised by the Steering Group in accordance with these Articles or by the Forum in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
- 6.9.7 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided they have declared the nature and extent of their interest in accordance with the requirements of the Act, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Forum:
- 6.9.7.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Forum or in which the Forum is otherwise (directly or indirectly) interested;
 - 6.9.7.2 shall be an Eligible Director for the purposes of any proposed decision of the Steering Group (or committee of Directors) in respect of such existing or proposed transaction or arrangement in which they are interested;
 - 6.9.7.3 shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which they are interested;
 - 6.9.7.4 may act by themselves or their firm in a professional capacity for the Forum (otherwise than as auditor) and themselves or their firm shall be entitled to remuneration for professional services as if they were not a Director;
 - 6.9.7.5 may be a Director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Forum is otherwise (directly or indirectly) interested; and
 - 6.9.7.6 shall not, save as they may otherwise agree, be accountable to the Forum for any benefit which they (or a person connected with them (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of their duty under section 176 of the Act.

6.10 **Records of Decisions to be Kept**

Where decisions of the Steering Group are taken by electronic means, such decisions shall be recorded by the Secretary in permanent form, so that they may be read with the naked eye.

6.11 **Deadlock Resolution**

- 6.11.1 If at a properly convened meeting of the Steering Group in accordance with Article 6.7.4 there is no quorum at the meeting within 60 minutes of the time specified in the notice of the meeting then a “Deadlock” will be deemed to have occurred and the Chair shall, within 10 Business Days following the date of the Deadlock, call a general meeting of the Forum in accordance with Article 8.1 to resolve the matter giving rise to the Deadlock.
- 6.11.2 If a Deadlock cannot be resolved at the general meeting called for the purpose of resolving it, the Forum shall be wound up.

7 MEMBERSHIP

7.1 **Application for Membership**

- 7.1.1 Membership of the Forum shall be open to:
- 7.1.1.1 individuals who live in the Knightsbridge Neighbourhood Area or a representative from a management company responsible for the management of a block or blocks of flats in the Knightsbridge Neighbourhood Area or persons who work for such management companies (“Resident Members”);
 - 7.1.1.2 representatives of businesses of all sizes with a place of business in the Knightsbridge Neighbourhood Area and persons who work for businesses in the Knightsbridge Neighbourhood Area (“Business Members”);
 - 7.1.1.3 representatives of organisations of all sizes (whether incorporated or not) which operate significantly in the Knightsbridge Neighbourhood Area, including operations such as (inter alia) universities, barracks, concert halls, places of worship, libraries, health facilities, public buildings, open space facilities, education facilities together with not-for-profit representative groups which exist to promote or monitor community assets or functions and persons who study at or work for such organisations in the Knightsbridge Neighbourhood Area (“Cultural Members”). For the avoidance of doubt such organisations include Austrian Cultural Forum, Exhibition Road Cultural Group, Goethe Institut, Imperial College London, Royal Albert Hall, Royal College of Art, Royal College of Music, Royal Commission for the Exhibition of 1851 and Royal Geographical Society (with IBG); and
 - 7.1.1.4 individuals who are elected members of Westminster City Council (“Westminster Members”),

in each case who support the purpose of the Forum and complete a membership form.

- 7.1.2 The first members of the Forum shall be those individuals who have completed a statement of intent prior to the Designation and such membership will be approved:
- 7.1.2.1 at the first meeting of the Forum in respect of the prospective first directors of the Forum; and
 - 7.1.2.2 at the first meeting of the Steering Group in respect of those individuals who are not directors of the Forum.
- 7.1.3 Other than the first members of the Forum no person shall become a

Member unless they have completed an application for membership in the form prescribed by the Steering Group from time to time.

- 7.1.4 The Steering Group shall be entitled to request that any prospective Member provides such information as the Steering Group in its absolute discretion requests in order to satisfy itself that the prospective Member fulfils the criteria for membership of the Forum set out in Article 7.1.1.
- 7.1.5 A letter will be sent to each successful applicant confirming their membership of the Forum and the details of each successful applicant shall be entered into the Register of Members by the Secretary. Such letter will be sent to a successful applicant as soon as reasonably practicable following receipt of a completed application form and membership is deemed accepted from the date of the letter.
- 7.1.6 The Secretary shall maintain a complete and up to date Register of Members.

7.2 Termination of Membership

- 7.2.1 A Member may withdraw from membership of the Forum by giving 10 Business Days' notice to the Forum in writing.
- 7.2.2 Membership of the Forum is not transferable.
- 7.2.3 A person's membership terminates when that person dies or ceases to exist.
- 7.2.4 The Steering Group may terminate the membership of any Member without their consent by giving them written notice if, in the reasonable opinion of the Steering Group:
 - 7.2.4.1 they are guilty of conduct which has or is likely to have a serious adverse effect on the Forum or bring the Forum or any or all of the Members and Directors into disrepute; or
 - 7.2.4.2 they have acted or have threatened to act in a manner which is contrary to the interests of the Forum as a whole; or
 - 7.2.4.3 they have failed to observe the terms of the Articles.
- 7.2.5 Following such termination, the Member shall be removed from the Register of Members by the Secretary.
- 7.2.6 The notice to the Member must give the Member the opportunity to be heard in writing or in person as to why their membership should not be terminated. The Steering Group must consider any representations made by the Member and inform the Member of their decision following such consideration. There shall be no right to appeal from a decision of the Steering Group to terminate the membership of a Member.

8 DECISION MAKING BY MEMBERS

8.1 Meeting of Members

- 8.1.1 General meetings of the Members shall be held at least once in each Calendar Year. For the avoidance of doubt the Annual General Meeting (as defined below) will satisfy the requirement to hold at least one general meeting.
- 8.1.2 The Forum shall in each Calendar Year hold a general meeting as its annual general meeting (the "Annual General Meeting"). Provided that the Forum

holds its first Annual General Meeting within eighteen months of incorporation it need not hold it in the year of its incorporation.

- 8.1.3 A general meeting of the Members may be called by:
 - 8.1.3.1 the Chair;
 - 8.1.3.2 the Secretary at the request of the Chair; or
 - 8.1.3.3 collectively by 15% or more of the Members.
- 8.1.4 At least 21 day's notification must be given to Members for a meeting to be held and such notice must indicate:
 - 8.1.4.1 the proposed date and time of the meeting;
 - 8.1.4.2 where it is to take place (whether physically or virtually and, if virtually, it shall be deemed to have taken place at the address of the Meeting Chair at the time of the general meeting or the Annual General Meeting); and
 - 8.1.4.3 the agenda for the meeting (the "Agenda").
- 8.1.5 Members of the Forum must declare any conflict of interest before partaking in any discussion, and potentially voting, on any matter. By majority vote of the Steering Group, an individual may be asked not to participate in such a discussion or vote.
- 8.1.6 Subject to any other provision of these Articles or the Act, the Meeting Chair shall have a wide discretion as to the conduct of any meeting including, without limitation:
 - 8.1.6.1 matters proposed to be voted upon that were not included in the Agenda;
 - 8.1.6.2 the conduct of discussions and voting;
 - 8.1.6.3 attendance of non-members; and
 - 8.1.6.4 exclusion of any Member or non-member from any meeting.

8.2 **Attendance and speaking at general meetings**

- 8.2.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 8.2.2 A person is able to exercise the right to vote at a general meeting when:
 - 8.2.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
 - 8.2.2.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 8.2.3 The Steering Group may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

8.3 **Quorum for general meetings**

- 8.3.1 No business is to be transacted at a general meeting if the persons attending it, whether virtually or in person, do not constitute a quorum.
- 8.3.2 At least six Members must be present, whether virtually or in person, at the start of the meeting for it to be declared quorate.

8.4 **Votes of Members**

- 8.4.1 All Members shall be entitled to attend general meetings, to propose motions for discussion in accordance with Article 8.4.2 and to vote.
- 8.4.2 Any Member wishing to propose a motion at a general meeting must first submit the proposed motion to the Secretary no less than 10 clear Business Days prior to the date of the relevant general meeting, for approval by the Steering Group. Subject to the Act, the Steering Group may decide, in its absolute discretion, whether to include any such proposed motion in the Agenda for the meeting.
- 8.4.3 Subject to the Act, at any general meeting every Member who is present in person (or by proxy) shall have one vote.
- 8.4.4 The Members may:
 - 8.4.4.1 receive and comment on any report from the Steering Group;
 - 8.4.4.2 approve the annual report and accounts, where relevant, in accordance with the Act;
 - 8.4.4.3 approve amendments to the Articles by special resolution;
 - 8.4.4.4 approve draft Neighbourhood Plans; and
 - 8.4.4.5 approve any motions proposed by Members pursuant to Article 8.4.2.

8.5 **Attendance and speaking by Directors and non-members**

- 8.5.1 Directors may attend, whether virtually or in person, and speak at general meetings.
- 8.5.2 The Meeting Chair may permit other persons who are not Members of the Forum to attend, whether virtually or in person, and speak at a general meeting, including observers from interested stakeholder groups, statutory bodies and other appropriate organisations or bodies, none of whom will be entitled to vote unless they are Members.

8.6 **Adjournment**

- 8.6.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the Meeting Chair must adjourn it.
- 8.6.2 The Meeting Chair may adjourn a general meeting at which a quorum is present if:
 - 8.6.2.1 the meeting consents to an adjournment, or
 - 8.6.2.2 it appears to the Meeting Chair that an adjournment is necessary to protect the safety of any person attending the meeting or ensure

that the business of the meeting is conducted in an orderly manner.

- 8.6.3 The Meeting Chair must adjourn a general meeting if directed to do so by the meeting by ordinary resolution.
- 8.6.4 When adjourning a general meeting, the Meeting Chair must:
 - 8.6.4.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Steering Group, and
 - 8.6.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 8.6.5 If the continuation of an adjourned meeting is to take place more than 10 Business Days after it was adjourned, the Forum must give at least five clear Business Days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
 - 8.6.5.1 to the same persons to whom notice of the Forum's general meetings is required to be given, and
 - 8.6.5.2 containing the same information which such notice is required to contain.
- 8.6.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

9 VOTING AT GENERAL MEETINGS

9.1 Voting: general

Any resolution put to the vote of a general meeting shall be decided on a show of hands.

9.2 Errors and disputes

- 9.2.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- 9.2.2 Any such objection must be referred to the Meeting Chair whose decision is final.

9.3 Proxies

- 9.3.1 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which:
 - 9.3.1.1 states the name and address of the Member appointing the proxy;
 - 9.3.1.2 identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
 - 9.3.1.3 is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Steering Group may determine; and

9.3.1.4 is delivered to the Forum in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate,

and a proxy notice which is not delivered in such manner shall be invalid, unless the Steering Group, in their discretion, accept the notice at any time before the meeting.

9.3.2 The Forum may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

9.3.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

9.3.4 Unless a proxy notice indicates otherwise, it must be treated as:

9.3.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and

9.3.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

9.4 **Delivery of proxy notices**

9.4.1 A person who is entitled to attend, speak or vote at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Forum by or on behalf of that person.

9.4.2 An appointment under a proxy notice may be revoked by delivering to the Forum a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

9.4.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

9.4.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

9.5 **Amendments to resolutions**

9.5.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

9.5.1.1 notice of the proposed amendment is given to the Forum in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the Meeting Chair may determine), and

9.5.1.2 the proposed amendment does not, in the reasonable opinion of the Meeting Chair, materially alter the scope of the resolution.

- 9.5.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
- 9.5.2.1 the Meeting Chair proposes the amendment at the general meeting at which the resolution is to be proposed, and
 - 9.5.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 9.5.3 If the Meeting Chair, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the Meeting Chair's error does not invalidate the vote on that resolution.

10 ADMINISTRATIVE ARRANGEMENTS

10.1 Means of Communication to be Used

- 10.1.1 All correspondence between the Forum and the Members shall be by electronic form.
- 10.1.2 The Forum may communicate through a website information regarding the Forum, the Constitution, minutes of Steering Group meetings, general meetings, any other business and ways of joining as a Member.
- 10.1.3 Any notice, document or other information shall be deemed served on or delivered to the intended recipient if properly addressed and sent or supplied by electronic form, one hour after the document or information was sent or supplied.
- 10.1.4 For the purposes of this Article, no account shall be taken of any part of a day that is not a Business Day.
- 10.1.5 In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act.

10.2 Rules

The Steering Group may establish rules governing matters relating to company administration that are required from time to time for the effective operation of the Forum (for example, the provisions relating to classes of Members, membership fees and subscriptions and the admission criteria for Members). If there is a conflict between the terms of these Articles and any rules established under this Article, the terms of these Articles shall prevail.

10.3 Bank Account

- 10.3.1 The Chair, the Vice Chair, the Secretary and the Treasurer shall all be authorised to use online banking facilities.
- 10.3.2 Cheques shall require the signature of any two of the Chair, the Vice Chair, the Secretary and the Treasurer.

10.4 Indemnity and Insurance

- 10.4.1 Subject to Article 10.4.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- 10.4.1.1 each relevant officer shall be indemnified out of the Forum's assets against all costs, charges, losses, expenses and liabilities incurred by them as a relevant officer in the actual or purported execution and/or discharge of their duties, or in relation to them including (in each case) any liability incurred by them in defending any civil or criminal proceedings, in which judgment is given in their favour or in which they are acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on their part or in connection with any application in which the court grants them, in their capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Forum's (or any associated company's) affairs; and
- 10.4.1.2 the Forum may provide any relevant officer with funds to meet expenditure incurred or to be incurred by them in connection with any proceedings or application referred to in Article 10.4.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.
- 10.4.2 This Article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law and any such indemnity is limited accordingly.
- 10.4.3 The Steering Group may decide to purchase and maintain insurance, at the expense of the Forum, for the benefit of any relevant officer in respect of any relevant loss.
- 10.4.4 In this Article:
 - 10.4.4.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
 - 10.4.4.2 a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Forum, any associated company or any pension fund or employees' share scheme of the Forum or associated company; and
 - 10.4.4.3 a "relevant officer" means any Director or other officer of the Forum but excluding in each case any person engaged by the Forum (or associated company) as auditor (whether or not they are also a Director or other officer), to the extent they act in their capacity as auditor.

10.5 **Winding Up**

On the winding-up or dissolution of the Forum, any assets or property that remains available to be distributed or paid to the Members shall be paid or distributed to local community based organisations, as agreed by the majority of the Members at the time of winding-up or dissolution.

ANNEX

The Knightsbridge Neighbourhood Area

