


**Federation of Pimlico Residents Associations Limited
(Pimlico FREDA)**



15th. May 2012

Councillor Robert Davis,
Cabinet Member for Implementation of the Localism Act,
Westminster City Council,
City Hall,
64 Victoria Street,
LONDON,
SW1E 6QP.

Dear Councillor Davis,

**NEIGHBOURHOOD FORUM FOR PIMLICO –
TACHBROOK/CHURCHILL/WARWICK WARDS**

I write on behalf of and as Chairman of the Federation of Pimlico Residents Associations (Pimlico FREDA), which is the umbrella organisation to which all 16 Residents Associations in the three Council wards of Tachbrook, Warwick and Churchill are affiliated and are members.

We represent over 1000 residents of these three wards and liaise with many business people in the area. Indeed, many of our residents also run businesses in the area and our Constitution provides for this. I enclose a copy of our Constitution. We therefore believe that we fulfil the appropriate criteria (as set out in paragraph 10 of the Briefing Note by Rosemarie MacQueen of 12th. March 2012) such that our organisation is capable of being designated as a Neighbourhood Forum since indeed FREDA has been established to promote the social, economic and environmental well being of our area , and or to promote the trades, professions or other businesses of our area.. Further our membership includes a minimum of 21 individuals and is open to those who live or work in the area. As you will have noted from the above we represent far more people than the minimum number.

At a general meeting of our organisation held on 17th April 2012, a motion was passed unanimously that we make a formal application to become constituted as the Neighbourhood Forum for our area, which covers the above mentioned three wards. The area is shown on the attached map.

Whilst we are generally satisfied with the way that Westminster City Council engages with residents and businesses in our area, there have been occasions when we have felt that the majority views have not been given sufficient weight and we expect that there will be similar such instances in the future on such issues as planning, parking, parks, squares, street matters, etc.

Whilst our members do not feel that a Parish Community Council is necessary or appropriate for our area, we believe that Neighbourhood Forum status would be appropriate for our organisation as we are of the opinion that we could usefully and effectively contribute to many improvements in the three wards with the benefit of such status.

We are of the opinion that the preparation of a Neighbourhood Plan or Development Order would be a useful addition to the process of improving our area and preventing deterioration and inappropriate and destructive developments of whatever nature. We feel that issues that affect local people, whether they be residents or businesses, should be decided locally and are of the opinion that the three Pimlico wards have a specific identity, boundaries and specific potential problems that are unique and confined to our area, such that no other organisation would suitably cover the three wards to the exclusion of other areas with different issues.

We again note the intended remit of Neighbourhood Forums as set out in paragraph 10 of the Briefing Note by Rosemarie MacQueen mentioned above and also the qualification criteria set out in the same paragraph and reiterate that we believe that FREDA fully meets those criteria.

We also note the appropriate steps necessary to be taken for the creation of a Neighbourhood Forum as set out in paragraph 11 of the Briefing Note and hereby request that the two stage process as set out therein is put into effect as soon as possible to commence the process for Pimlico FREDA to be designated as a Neighbourhood Forum.

Yours sincerely,

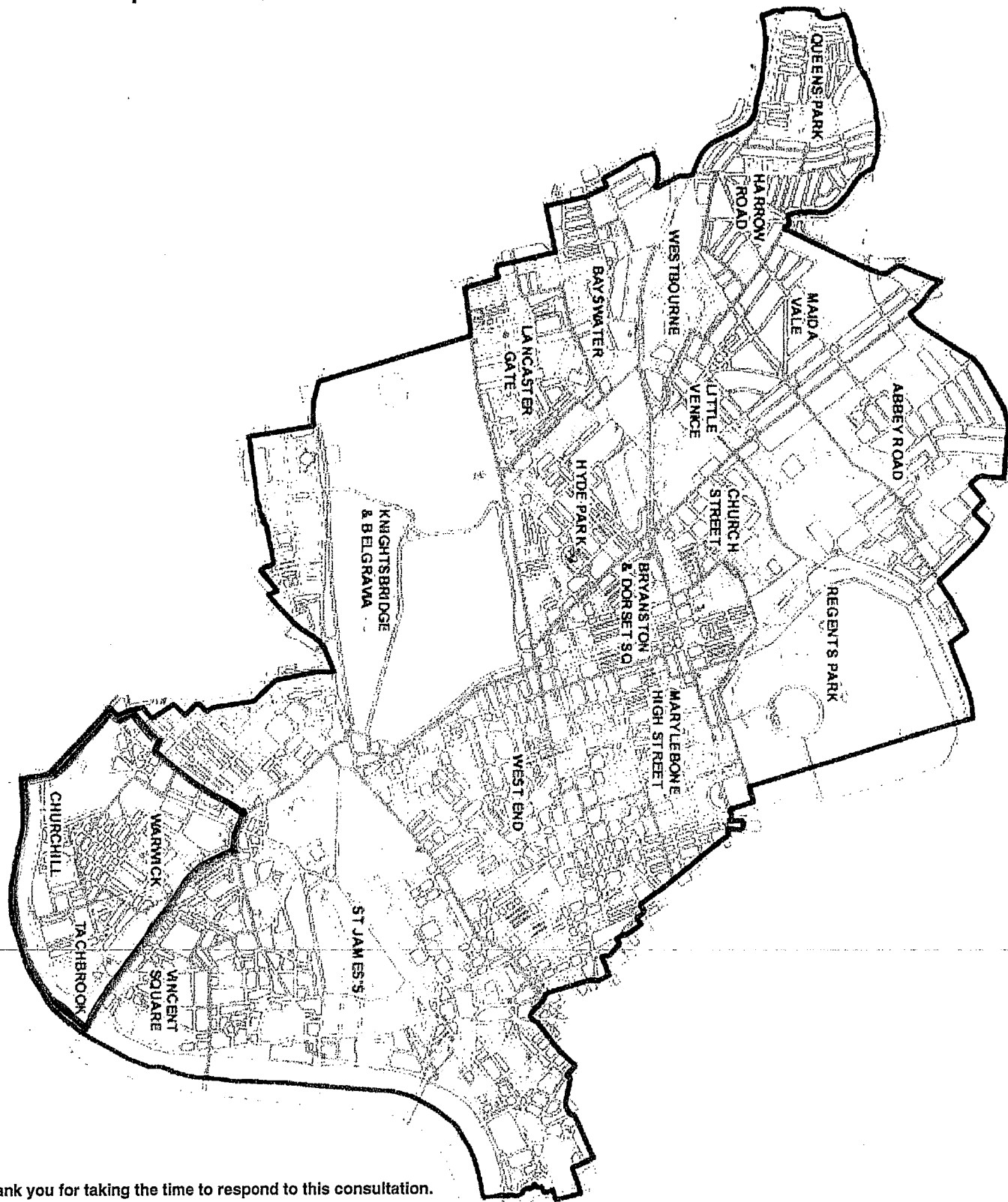


EDWARD REEVE
Chairman – FREDA

cc. Councillor Phillipa Rowe – Leader of the Council

Map of Westminster

Please feel free to annotate this map to indicate particular areas of Westminster, in line with consultation questions 5 and 8. Ward boundaries are shown.



Thank you for taking the time to respond to this consultation.

Please send your response to:

Community Governance Review, Tom Kimber, City Planning Delivery Unit,
Westminster Council, 11th floor, Westminster City Hall,
64 Victoria Street, London SW1E 6QP.
Tel: 020 7641 3478, Fax: 020 7641 3050

E-mail: cgr@westminster.gov.uk

The closing date for responses is the 3rd February 2012.



living city

westminster.gov.uk/livingcity

City of Westminster

Company No: 3515579

THE COMPANIES ACT 1985 AND 1989

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

**MEMORANDUM
AND
ARTICLES OF ASSOCIATION
OF
FEDERATION OF PIMLICO RESIDENTS ASSOCIATIONS**

Incorporated the : 23 February 1998

THE COMPANIES ACTS 1985 TO 1989

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

MEMORANDUM OF ASSOCIATION OF

FEDERATION OF PIMLICO RESIDENTS ASSOCIATIONS

1. The name of the Company is Federation of Pimlico Residents Associations.
2. The registered office of the Company will be situated in England and Wales.
3. The objects for which the Company is established are:-
 - (a)
 - (i) To encourage the various Residential Communities within the Pimlico area of London ("Pimlico") to co-operate with each other to promote a stable and prospering community, living in surroundings of the highest possible amenity.
 - (ii) To encourage Pimlico as an area of stable and thriving business.
 - (iii) To participate actively and positively in the making of policy and operational decisions (whether at a local or national government level) which affect Pimlico.
 - (iv) To provide an "umbrella" organisation for Residents' Associations and for business groups in the interests of mutual assistance and goodwill to the benefit of Pimlico.
 - (b) To carry on any activity whatsoever which is in the opinion of the Board of Directors advantageously carried on in connection with or ancillary to the objects of the Company.
 - (c) To purchase or by any other means acquire and take options over any property whatsoever, and any rights or privileges of any kind over or in respect of any property.
 - (d) To improve, manage, construct, repair, develop, exchange, let, lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of , or otherwise deal with all or any part of the property and rights of the Company.

- (e) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.
- (f) To lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon such terms as the company may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person included any holding company, subsidiary or fellow subsidiary company in any manner.
- (g) To borrow and raise money in such manner as the Company shall think fit and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future) and also by a similar mortgage, charge, standard security, lien or other security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.
- (h) To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- (i) To enter into any arrangements with any government or authority supreme, municipal, local or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, and concessions.
- (j) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same.
- (k) To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them. The objects set forth in each sub-clause of this clause shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in each sub-clause or from the name of the Company. None of each sub-clauses or the object or objects therein specified or the powers thereby

conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have as full a power to exercise all or any of the objects conferred by and provided in each of the said sub-clauses as if each sub-clause contained the objects of a separate company. The word "Company" in this Clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.

4. The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Company, provided that nothing herein shall prevent any payment in good faith by the Company.
 - (a) of reasonable and proper remuneration to any member, officer or servant of the Company for any services rendered to the Company (in a professional capacity);
 - (b) of any interest on money lent by any member of the Company or any Director at a reasonable and proper rate;
 - (c) of reasonable and proper rent for premises demised or let by any member of the Company or any Director; and
 - (d) to any Director of out-of-pocket expenses.
5. The liability of the members is limited.
6. Every member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up while he is a member or within one year afterwards for payment of the debts and liabilities of the Company contracted before he ceases to be a member and the costs, charges and expenses of winding up and for the adjustment of the rights of contributories among themselves such amount as may be required not exceeding £1.
7. If the Company is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed amongst the member of the Company but shall be disbursed to a suitable charity within the City of Westminster to be decided by a simple majority of the membership.

We wish to be formed into a Company under this Memorandum of Association

NAMES & ADDRESSES OF SUBSCRIBERS · SIGNATURES OF SUBSCRIBERS

Jean-Paul da Costa

[REDACTED]

Law Store Limited

[REDACTED]

Date: 3rd day of February 1998

THE COMPANIES ACTS 1985 TO 1989
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL
ARTICLES OF ASSOCIATION OF
FEDERATION OF PIMLICO RESIDENTS ASSOCIATIONS

1. In these Articles:

- "the Act" means the Companies Act 1985.
- "the seal" means the Common Seal of the Company.
- "secretary" means any person appointed to perform the duties of the secretary of the Company.
- "the United Kingdom" means Great Britain and Northern Ireland.
- "the Chairman" means the Chairman of the Board of Directors.
- "Articles" means these Articles of Association.
- "Member and Membership" refer to membership of the Company.
- "Authorised Representatives" means an individual who is duly authorised by a Member organisation to act on its behalf at meetings of the Company and whose name is given to the secretary of the Company.
- "Objects" means the objects of the Company as defined in the Memorandum of Association of the Company.
- "Director" means a Director of the Company.
- "month" means a calendar month.
- "the office" means the registered office of the Company.

Expressions referring to writing, shall unless the contrary intention appears be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form.

Unless the context otherwise requires words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these Articles become binding on the Company.

Any reference herein to the provisions of any Act shall extend to and include any amendment or re-enactment of or substitution for the same effected by any subsequent Statute.

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

3. MEMBERSHIP

- (a) The number of Members with which the Company proposes to be registered is unlimited.
- (b) The Company shall maintain a register of Members.
- (c) The subscribers to the Memorandum of Association of the Company together with the Members in "Full Membership" and "Affiliate Membership" shall be the Members of the Company. No other person shall be admitted as a Member of the Company.
- (d) Full Membership of the Company is open to all residents associations and business groupings which have been formally constituted and which are geographically located within the Pimlico area of London and who are interested in promoting the objects of the Company who :-
 - (i) have applied to the Company in the form required by the Directors;
 - (ii) have been approved by the Directors;
 - (iii) have consented in writing to become a Member through an Authorised Representative.
- (e) Affiliate Membership of the Company is open to any individual or organisation which does not have a constitution or which is geographically located outside of Pimlico but which nevertheless is interested in promoting the objects of the Company.
- (f) The Directors may establish different classes of membership and prescribe their respective privileges and duties and set the amounts of any subscriptions.
- (g) Full Membership shall carry with it the right to send up to 3 delegates to meetings of the Company provided that only the Authorised Representative of such Member organisation shall be entitled to vote at

any meetings of the Company. Each full Member shall be entitled to one vote.

- (h) Affiliate Members shall be entitled to send one delegate to meetings of the Company who shall have the right to address such meetings as to any plans which that Member may have or may know about which impact on Pimlico. Affiliate Membership shall not carry with it any voting rights at meetings of the Company.
- (i) Membership of the Company is terminated if the Member concerned:-
 - (i) gives written notice of resignation to the Company;
 - (ii) dies or (in the case of an organisation) ceases to exist;
 - (iii) is 3 months' in arrears in paying the relevant subscription set by the Directors;
 - (iv) is removed from Membership by a resolution of the Directors on the grounds that in their reasonable opinion, the Member continuing Membership is harmful to the Company (but only after notifying the Member in writing and considering the matter in the light of any written representations which the Member concerned puts forward within 14 days' after receiving notice).
- (j) Membership of the Company is not transferable.

4. GENERAL MEETINGS

- (a) General Meetings are called on at least 14 clear days written notice specifying the business to be discussed.
- (b) Five Full Members must attend a Meeting for there to be a quorum.
- (c) The Chairman or (if the Chairman is unable or unwilling to do so) some other Member elected by those present shall preside at a General Meeting.
- (d) Except where otherwise provided by the Act, every issue is decided by a majority of the votes cast.
- (e) In the event of equality, the Chairman of the meeting shall have a second or casting vote.
- (f) A written resolution signed by all those entitled to vote at a General Meeting is as valid as a resolution actually passed at a General Meeting (and for this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature).

- (g) The Company must hold an Annual General Meeting in every year to which all Members are entitled to attend.
- (h) At an Annual General Meeting the Members:-
 - (i) shall receive the accounts for the Company for the previous financial year;
 - (ii) shall accept the retirement of those Directors who wish to retire or who are retiring by rotation;
 - (iii) elect persons to be Directors to fill vacancies arising;
 - (iv) shall appoint the auditors for the Company;
 - (v) may discuss and determine any issues of policy or deal with any other business put before them;
- (i) Any General Meeting which is not an Annual General Meeting is an Extraordinary General Meeting. An Extraordinary General Meeting may be called at any time by the Directors and must be convened within 21 days' of receipt of a written request signed on behalf of not less than 5 Full Members and setting out the objects of the meeting.

5. DIRECTORS

- (a) Unless otherwise determined by the Company in General Meetings the Company shall be managed by a Board of Directors which shall number not less than 1 nor more than 5, one of whom shall be elected by their number to be the "Treasurer" with responsibility for the funds of the Company.
- (b) The First Directors shall be the persons named in the Statement delivered under Section 10 of the Act.
- (c) The Directors may from time to time and at any time appoint any person as a Director either to fill a casual vacancy or as an additional Director. Any person so appointed shall retain his office only until the next Annual General Meeting and shall then be eligible for re-election.
- (d) One-third (or the number nearest one-third) of the Directors must retire at each Annual General Meeting, those longest in office retiring first and the choice between any of equal service being made by drawing lots.
- (e) A Director's term of office automatically terminates if he or she:
 - (i) is disqualified under the Companies Act from acting as a Director;
 - (ii) is incapable whether mentally or physically of managing his or her own affairs;
 - (iii) is absent from 3 consecutive board meetings of the Directors ;

- (iv) resigns by written notice to the Directors (but only if at least 2 Directors will remain in office);
- (v) is removed by a resolution passed by at least 5 Full Members present and voting at a General Meeting after the meeting has invited the views of the Director concerned and consider the matter in the light of any such views.

6. PROCEEDINGS OF THE DIRECTORS

- (a) The Directors will hold at least three meetings each year.
- (b) A quorum at a meeting of the Directors is two Directors.
- (c) The Chairman (or if the Chairman is unwilling or unable to do so) some other Director chosen by the Directors present shall preside at each meeting.
- (d) Except for the Chairman of the meeting who has a second or casting vote, each Director has one vote on each issue.
- (e) Every issue may be determined by a simple majority of the votes cast at a meeting and a written resolution signed by all the Directors is as valid as a resolution passed at a Board Meeting (and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature).
- (f) Any procedural defect of which the Directors are unaware at the time does not invalidate any decisions taken at a Board Meeting,

7. POWERS OF THE DIRECTORS

- (a) The Directors shall have the following powers in the administration of the Company.
 - (i) to appoint and remove any person (who may be a Director) to act as secretary of the Company in accordance with the Act;
 - (ii) to make standing orders consistent with the Memorandum and Articles of Association of the Company and the Act to govern proceedings at General Meetings of the Company;
 - (iii) to make rules consistent with the Memorandum and Articles of Association of the Company and the Act to govern proceedings at Meetings of the Directors;
 - (iv) to exercise all and any powers of the Company which are not reserved to a General Meeting;
 - (v) to delegate any of their functions to a committee of two or more individuals appointed by the Directors;

8. RECORDS AND ACCOUNTS

- (a) The Directors shall comply with the requirements of the Act as to the keeping of financial records, the auditing of accounts and the preparation and transmission to the Registrar of Companies of Annual Returns, annual Statements of Account and all other necessary documents and reports.
- (b) The Directors shall keep proper records of :
 - (i) all proceedings of General Meetings;
 - (ii) all proceedings of meetings of the Directors;
 - (iii) all reports of committees;
 - (iv) all professional advice obtained.
- (c) Accounting records relating to the Company shall be made available for inspection by any Director at any reasonable time during normal working hours and shall be made available for inspection by Members if the Directors so decide.
- (d) A copy of the Company's latest Statement of Accounts shall be supplied upon request to any Director or Member or any other person who makes a written request and pays the Company's reasonable costs.

9. THE SEAL

- (a) The Company shall not be required to have a seal. However, should the Company have a seal, then the seal shall not be affixed to any instrument except by the Authority of a resolution of the Directors and subject as hereinafter provided every instrument to which the seal shall be affixed shall be signed by a Director and counter-signed by the secretary or by a second Director or by some other person appointed by the Directors as an authorised signatory for that purpose.

10. NOTICES

- ~~(a) Notices under these Articles may be sent by hand or by post.~~
- (b) The only address at which a Member is entitled to receive notices is the address shown in the Register of Members.
- (c) Any notice given in accordance with these Articles is to be treated for this purpose as having been received:-
 - (i) 24 hours after being delivered by hand to the relevant address;
 - (ii) two clear days after being sent by first class post to that address;
 - (iii) immediately on being handed to a Member.

- (d) A technical defect in the giving of notice to which the Directors are unaware of at the time does not invalidate decisions taken at a Meeting affected by such defects.

11. DISSOLUTION

- (a) The provisions of the Memorandum relating to the dissolution of the Company take effect as though repeated here.