

The Companies Acts 1985 to 2006

Company Limited by Guarantee and not having a Share Capital

MEMORANDUM AND ARTICLES OF ASSOCIATION

of

Low Carbon Oxford North

Incorporated on: 24/2/2011

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Companies Act 1985 to 2006

Company limited by guarantee

MEMORANDUM OF ASSOCIATION OF LOW CARBON OXFORD NORTH

Each subscriber to this Memorandum of Association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

Name of each subscriber

Authentication by each subscriber

Date

COMPANIES ACTS 1985, 1989 AND 2006

COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION OF LOW CARBON OXFORD NORTH

1 NAME

1.1 The name of the Charity is Low Carbon Oxford North.

2 REGISTERED OFFICE

2.1 The registered office of the Charity is to be in England and Wales.

3 OBJECTS

3.1 The Objects are to conserve, improve and protect the physical and natural environment for the public benefit by promoting:

3.1.1 the prudent use and sharing of resources;

3.1.2 the reduction of waste through re-use, reclamation, recycling, use of recycled products and use of surplus;

3.1.3 the reduction in the consumption of fossil based fuels;

3.1.4 the use of low carbon means of transport;

3.1.5 the reduction of carbon emissions from the growing, transporting, purchasing and preparing of food;

with the aim of reducing the carbon footprint of North Oxford by 80% by the year 2050.

3.2 To advance the education of the public in the protection, enhancement and rehabilitation of the environment and to promote the study and research in such subjects and dissemination of the results of such research and study to the public.

4 POWERS

4.1 The Charity has the following powers, which may be exercised only in promoting the Objects:

4.1.1 to promote or carry out research;

4.1.2 to provide advice;

4.1.3 to publish or distribute information;

4.1.4 to co-operate with other bodies;

- 4.1.5 to support, administer or set up other charities;
- 4.1.6 to raise funds (but not by means of taxable trading);
- 4.1.7 to borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act 1993);
- 4.1.8 to acquire or hire property of any kind;
- 4.1.9 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 1993);
- 4.1.10 to make grants or loans of money and to give guarantees;
- 4.1.11 to set aside funds for special purposes or as reserves against future expenditure;
- 4.1.12 to deposit or invest in funds in any manner (but to invest only after obtaining such advice from a financial expert as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification);
- 4.1.13 to delegate the management of investments to a financial expert, but only on terms that:
 - (a) the investment policy is set down in writing for the financial expert by the Trustees;
 - (b) every transaction is reported promptly to the Trustees;
 - (c) the performance of the investments is reviewed regularly with the Trustees;
 - (d) the Trustees are entitled to cancel the delegation arrangement at any time;
 - (e) the investment policy and the delegation arrangement are reviewed at least once a year;
 - (f) all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
 - (g) the financial expert must not do anything outside the powers of the Trustees;
- 4.1.14 to arrange for investments or other property of the Charity to be held in the name of a nominee company acting under the control of the Trustees or of a financial expert acting under their instructions, and to pay any reasonable fee required;

- 4.1.15 to deposit documents and physical assets with any company registered or having a place of business in England and Wales as custodian, and to pay any reasonable fee required;
- 4.1.16 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 4.1.17 to pay for indemnity insurance for the Trustees;
- 4.1.18 subject to clause 5, to employ paid or unpaid agents, staff or advisers;
- 4.1.19 to enter into contracts to provide services to or on behalf of other bodies;
- 4.1.20 to establish or acquire subsidiary companies to assist or act as agents for the Charity;
- 4.1.21 to pay the costs of forming the Charity; and
- 4.1.22 to do anything else within the law which promotes or helps to promote the Objects.

5 BENEFITS TO MEMBERS AND TRUSTEES

- 5.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the members but (subject to the restrictions in sections 73A to 73C of the Charities Act 1993):
 - 5.1.1 members who are not Trustees may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied;
 - 5.1.2 members (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity;
 - 5.1.3 members (including Trustees) may be paid a reasonable rent or hiring fee for property or equipment let or hired to the Charity; and
 - 5.1.4 individual members (including Trustees) who are also beneficiaries may receive charitable benefits in that capacity.
- 5.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:
 - 5.2.1 as mentioned in clauses 4.1.17 (indemnity insurance), 5.1.2 (interest), 5.1.3 (rent), 5.1.4 (charitable benefits) or 5.3 (contractual payments);
 - 5.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Charity;
 - 5.2.3 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);

- 5.2.4 payment to any company in which a Trustee has no more than a 1 per cent shareholding; and
 - 5.2.5 in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance).
- 5.3 A Trustee may not be an employee of the Charity , but a Trustee or a connected person may enter into a contract with the Charity to supply services in return for a remuneration if:
- 5.3.1 the goods or services are actually required by the Charity;
 - 5.3.2 the nature and level of the benefit meet the conditions set out in section 73A of the Charities Act 1993 and are set at a meeting of the Trustees in accordance with the procedure in clause 5.4; and
 - 5.3.3 no more than half of the Trustees are interested in such a contract in any financial year.
- 5.4 Whenever a Trustee has a conflict of interest in a matter to be discussed at a meeting of the Trustees or a committee, he or she must:
- 5.4.1 declare an interest before the meeting or at the meeting before discussion begins on the matter;
 - 5.4.2 be absent from the meeting for that item unless expressly invited to remain in order to provide information;
 - 5.4.3 not be counted in the quorum for that part of the meeting; and
 - 5.4.4 be absent during the vote and have no vote on the matter.
- 5.5 This clause may not be amended without the written consent of the Commission in advance.

6 MEMBERSHIP

- 6.1 The Charity must maintain a register of members.
- 6.2 Membership of the Charity is open to any individual or organisation interested in promoting the Objects who:
- 6.2.1 resides in North Oxford or in the case of an organisation operates in North Oxford;
 - 6.2.2 is approved by the Trustees; and
 - 6.2.3 signs the register of members or consents in writing to become a member either personally or (in the case of an organisation) through an authorised representative.
- 6.3 The Trustees may establish different classes of membership (including informal membership), prescribe their respective privileges and duties and set the amounts of any subscriptions.
- 6.4 Membership is terminated if the member concerned:

- 6.4.1 gives written notice of resignation to the Charity;
- 6.4.2 ceases to reside in North Oxford or in the case of an organisation ceases to operate in North Oxford;
- 6.4.3 dies or (in the case of an organisation) ceases to exist;
- 6.4.4 is more than six months in arrear in paying the relevant subscription, if any (but in such a case the member may be reinstated on payment of the amount due); or
- 6.4.5 is removed from membership by resolution of the Trustees on the ground that in their reasonable opinion the member's continued membership is harmful to the Charity. The Trustees may only pass such a resolution 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 clear days after receiving notice.

6.5 Membership of the Charity is not transferable.

7 GENERAL MEETINGS

- 7.1 Members are entitled to attend general meetings either personally or (in the case of a member organisation) by an authorised representative or by proxy. Proxy forms must be delivered to the Secretary at least 24 hours before the meeting. General meetings are called on at least 14 clear days' written notice specifying the business to be discussed.
- 7.2 There is a quorum at a general meeting if the number of members or authorised representatives present in person or by proxy is at least fifteen or 15% of the members whichever is less.
- 7.3 The Chair or (if the Chair is unable or unwilling to do so) some other member elected by those present presides at a general meeting.
- 7.4 Except where otherwise provided by or the Companies Acts, every issue is decided by a majority of the votes cast.
- 7.5 Every member present in person or through an authorised representative or by proxy has one vote on each issue.
- 7.6 A written resolution signed by 75% of those entitled to vote at a general meeting is as valid as a special resolution actually passed at a general meeting provided the written resolution is made fully in accordance with the Companies Acts.
- 7.7 A written resolution signed by 50% plus one members entitled to vote at a general meeting is as valid as an ordinary resolution actually passed at a general meeting provided the written resolution is made fully in accordance with the Companies Acts.
- 7.8 For the purpose of Articles 7.6 and 7.7 a written resolution may be set out in more than one document and will be treated as passed on the date of the last signature.

- 7.9 The Trustees may call a general meeting and, on the requisition of the members pursuant to the provisions of the Companies Act 2006, shall forthwith proceed to convene a general meeting in accordance with the provisions of the Companies Act 2006.
- 7.10 The Charity must hold an AGM in every year. The first AGM must be held within 18 months after the Charity's incorporation. However, so long as the Charity holds its first AGM within 18 months of its incorporation, it need not hold an AGM in the year of its incorporation or in the following year.
- 7.11 At an AGM the members:
- 7.11.1 receive the accounts of the Charity for the previous financial year;
 - 7.11.2 receive the Trustees' report on the Charity's activities since the previous AGM;
 - 7.11.3 accept the retirement of those Elected Trustees who wish to retire or who are retiring by rotation;
 - 7.11.4 elect Elected Trustees to fill the vacancies arising;
 - 7.11.5 appoint auditors for the Charity;
 - 7.11.6 may confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the Charity; and
 - 7.11.7 may discuss and determine any issues of policy or deal with any other business put before them by the Trustees.

8 VOTING

- 8.1 Every notice of a general meeting must include a prominent statement of the right to appoint a proxy that complies with the requirements of the Companies Act 2006.
- 8.2 Any member entitled to attend and vote at any meeting of the Charity shall be entitled to appoint another person (whether a member or not) as his proxy to speak attend and vote (by a show of hands or poll) in his place.
- 8.3 The instrument appointing a proxy shall be in writing signed by the member making the appointment and shall be in the following form or in any other form the Trustees may approve:

"Low Carbon Oxford North

I/We,, of, being a member/members of the above-named charitable company, hereby appoint of, or failing him, of, as my/our proxy to vote in my/our name[s] and on my/our behalf at the general meeting of the company to be held on 20....., and at any adjournment thereof.

Signed on 20....."

8.4 The appointment of a proxy and any authority under which it is executed (or a copy of such authority certified by a notary or in some other way approved by the Trustees) may:

8.4.1 in the case of an instrument in writing be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Charity in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or

8.4.2 in the case of an appointment contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications:

(a) in the notice convening the meeting, or

(b) in any instrument of proxy sent out by the Charity in relation to the meeting, or

(c) in any invitation contained in an electronic communication to appoint a proxy issued by the company in relation to the meeting,

be received at such address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote; or

8.4.3 in the case of a poll taken more than 48 hours after it is demanded, be deposited or received as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or

8.4.4 where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the Chair or to the secretary or to any Trustee;

and an appointment of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid.

In this article, "address", in relation to electronic communications, includes any number or address used for the purposes of such communications.

8.5 Each proxy received by the Charity shall expire on the earlier of

8.5.1 receipt by the Charity of any replacement proxy,

8.5.2 the date such member ceases to be a member of the Charity; or

8.5.3 twelve months from the date of its execution.

8.6 An instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

8.7 No objection shall be raised to the qualification of any member or proxy to vote or demand a poll except at the meeting or adjourned meeting at which the vote, or demand for a poll, objected to is tendered, and every vote, or poll, not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the Chair of the meeting whose decision shall be final and conclusive.

9 THE TRUSTEES

9.1 The Trustees as charity trustees have control of the Charity and its property and funds.

9.2 The Trustees when complete consist of at least four and not more than ten individuals, all of whom must be members aged over 16 years at the date of appointment, three of whom may be Appointed and between three and seven shall be Elected always ensuring that elected members are the majority.

9.3 The subscribers to the Memorandum are the first Trustees.

9.4 Every Trustee after appointment or reappointment must sign a declaration of willingness to act as a charity trustee of the Charity before he or she may vote at any meeting of the Trustees.

9.5 One third (or the number nearest one third) of the Elected Trustees must retire at each AGM, those longest in office retiring first and the choice between any of equal service being made by drawing lots.

9.6 The Appointed Trustees shall be appointed by the Elected Trustees, such Appointed Trustee shall hold office for a term of two years, but shall be eligible for reappointment for further terms or terms.

9.7 A retiring Trustee who remains qualified may be reappointed.

9.8 A Trustee's term of office automatically terminates if he or she:

9.8.1 is disqualified under the Charities Act 1993 from acting as a charity trustee;

9.8.2 is incapable, whether mentally or physically, of managing his or her own affairs;

9.8.3 is absent without notice from three consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign;

9.8.4 ceases to be a member (but such a person may be reinstated by resolution passed by all the other Trustees on resuming membership of the Charity before the next AGM);

9.8.5 resigns by written notice to the Trustees (but only if at least two Trustees will remain in office); or

9.8.6 is removed by resolution of the members present and voting at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views.

9.9 The Trustees may at any time co-opt any individual who is qualified to be appointed as a Trustee to fill a vacancy in the number of Elected Trustees or as an additional Elected Trustee, but a co-opted Trustee holds office only until the next AGM.

9.10 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

10 TRUSTEES' PROCEEDINGS

10.1 The Trustees must hold at least three meetings each year.

10.2 A quorum at a meeting of the Trustees is four Trustees.

10.3 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants.

10.4 The Chair or (if the Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.

10.5 Every issue may be determined by a simple majority of the votes cast at a meeting, but a written resolution signed by all the Trustees is as valid as a resolution passed at a meeting. 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.

10.6 Except for the Chair of the meeting, who has a second or casting vote, every Trustee has one vote on each issue.

10.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

11 TRUSTEES' POWERS

11.1 The Trustees have the following powers in the administration of the Charity:

11.1.1 to appoint (and remove) any member (who may be a Trustee) to act as Secretary in accordance with the Companies Acts;

11.1.2 to appoint a Chair, Treasurer and other honorary officers from among their number;

11.1.3 to delegate any of their functions to committees consisting of two or more individuals appointed by them. At least two members of every committee must be Trustees and all proceedings of committees must be reported promptly to the Trustees;

11.1.4 to make standing orders consistent with the Memorandum, the Articles and the Companies Acts to govern proceedings at general meetings and to prescribe a form of proxy;

11.1.5 to make rules consistent with the Memorandum, the Articles and the Companies Acts to govern their proceedings and proceedings of committees;

- 11.1.6 to make regulations consistent with the Memorandum, the Articles and the Companies Acts to govern the administration of the Charity and the use of its seal (if any);
- 11.1.7 to establish procedures to assist the resolution of disputes or differences within the Charity; and
- 11.1.8 to exercise any powers of the Charity which are not reserved to a general meeting.

12 CONFLICTS OF INTEREST

- 12.1 If a Trustee, or a connected person in relation to a Trustee is in any way directly or indirectly interested in a proposed transaction or arrangement with the Charity the interested Trustee must declare the nature and extent of that interest to the other Trustees at a meeting of the Trustees before the Charity enters into the transaction or arrangement.
- 12.2 Article 12.1 does not apply to:
 - 12.2.1 an interest of which the Trustee is not aware or could not reasonable be expected to be aware, or where the Trustee is not aware of the transaction or arrangement in question;
 - 12.2.2 if it cannot reasonably be regarded as likely to give rise to a conflict of interest;
 - 12.2.3 to the extent that the Trustees are already aware of it.
- 12.3 A Trustee of the Charity must avoid a conflict of interest in relation to the Charity that is not authorised by the Trustees under this article or does not relate to a transaction or arrangement that is authorised by any other provision of this memorandum and articles or by the Charity Commission.
- 12.4 The Trustees of the Charity may authorise a conflict of interest of a Trustee (an "interested Trustee") that is not authorised by any other provision of this memorandum and articles at a meeting of the Trustees where the following conditions apply:
 - 12.4.1 the interested Trustee has declared his interest at or before the meeting before discussions begin on the matter;
 - 12.4.2 the interested Trustee is absent from the meeting for that item;
 - 12.4.3 the interested Trustee is not counted in the quorum for that part of the meeting;
 - 12.4.4 the Trustees other than the interested Trustee and any other interested Trustee consider it is in the interests of the Charity to authorise the conflict of interest in the circumstances applying;
 - 12.4.5 the interested Trustee and any other interested Trustee is absent during the vote and has no vote on the matter or in considering whether a quorum is present at the meeting.

12.5 The duty of the Trustees of the Charity to avoid a conflict of interest does not apply to transactions or arrangements described in clause 5.3 of the memorandum or which directly or indirectly promotes the Objects subject to compliance with clause 5.4 of the memorandum.

13 RECORDS AND ACCOUNTS

13.1 The Trustees must comply with the requirements of the Companies Acts and of the Charities Act 1993 as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:

13.1.1 annual returns;

13.1.2 annual reports; and

13.1.3 annual statements of account.

13.2 The Trustees must keep proper records of:

13.2.1 all proceedings at general meetings;

13.2.2 all proceedings at meetings of the Trustees;

13.2.3 all reports of committees; and

13.2.4 all professional advice obtained.

13.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours and may be made available for inspection by members who are not Trustees if the Trustees so decide.

13.4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or member. A copy must also be supplied, within two months, to any other person who makes a written request and pays the Charity's reasonable costs.

14 NOTICES

14.1 Notices under the Articles may be sent by hand, by post or by suitable electronic means or (where applicable to members generally) may be published in any suitable journal or national newspaper circulating in area of benefit or any journal distributed by the Charity or by means of a website in accordance with section 309 Companies Act 2006.

14.2 The only address at which a member is entitled to receive notices sent by post is an address in the U.K. shown in the register of members. In relation to electronic communications, "address" includes any number or address used for the purpose of such communications.

14.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

14.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;

- 14.3.2 two clear days after being sent by first class post to that address;
- 14.3.3 three clear days after being sent by second class or overseas post to that address;
- 14.3.4 on the date of publication of a newspaper containing the notice;
- 14.3.5 on being handed to the member (or, in the case of a member organisation, its authorised representative) personally; or, if earlier,
- 14.3.6 as soon as the member acknowledges actual receipt.

14.4 A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

15 LIMITED LIABILITY

15.1 The liability of members is limited.

16 GUARANTEE

16.1 Every member promises, if the Charity is dissolved while he, she or it remains a member or within 12 months afterwards, to pay a sum not exceeding £10 towards the payment of the debts and liabilities of the Charity contracted before he or she ceased to be a member payment of the costs and expenses of winding up and adjustment of the rights of the contributories among themselves.

17 DISSOLUTION

17.1 If the Charity is dissolved, the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways:

- 17.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;
- 17.1.2 directly for the Objects or for charitable purposes which are within or similar to the Objects; or
- 17.1.3 in such other manner consistent with charitable status as the Commission approve in writing in advance.

17.2 A final report and statement of account must be sent to the Commission.

18 INTERPRETATION

18.1 In the Memorandum and in the Articles, unless the context indicates another meaning:

AGM means an annual general meeting of the Charity;

the Articles means the Charity's articles of association;

authorised representative means an individual who is authorised by a member organisation to act on its behalf at meetings of the Charity and whose name is given to the Secretary;

Chair means the chair of the Trustees;

the Charity means the company governed by the Articles;

charity trustee has the meaning prescribed by section 97(1) of the Charities Act 1993;

clear days means, in relation to a period of 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;

the Commission means the body corporate known as the Charity Commission for England and Wales;

the Companies Acts mean the Companies Act 1985 including any statutory modification thereof for the time being in force and any provisions of the Companies Act 2006 for the time being in force;

conflict of interest means a situation in which a person has or can have a direct or indirect interest that conflicts or possibly may conflict with the interests of the Charity. A conflict of interest includes a conflict of interest and duty or loyalty and a conflict of duties and loyalties;

connected person means any spouse, partner, parent, child, brother, sister, grandparent or grandchild of a Trustee, a person carrying on business in partnership with a Trustee or an institution that is controlled by a Trustee or a connected person or any company of which a Trustee or a connected person has a substantial interest;

custodian means a person or body who undertakes safe custody of assets or of documents or records relating to them;

financial expert means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;

financial year means the Charity's financial year;

firm includes a limited liability partnership;

indemnity insurance means 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 Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;

informal membership refers to a supporter who may be called a 'member' but is not a company member of the Charity;

member and **membership** refer to company membership of the Charity;

Memorandum means the Charity's Memorandum of Association;

month means calendar month;

nominee company means a corporate body registered or having an established place of business in England and Wales;

the Objects means the Objects of the Charity as defined in clause 3 of the Memorandum;

remuneration has the meaning prescribed by section 73B Charities Act 1993;

services includes goods;

Trustee means a director of the Charity and **Trustees** means the directors;

North Oxford means the council wards of Oxford North, St Margaret's, Summertown and Wolvercote..

written or in writing refers to a legible document on paper [not] including a fax message; and

year means calendar year.

- 18.2 Unless the context otherwise requires, words and expressions contained in the Articles bear the same meaning as in the Companies Acts.
- 18.3 Save to the extent expressly provided for in these Articles, no regulation contained in any statute or subordinate legislation, including but not limited to the regulations contained in Table C in the schedule to the Companies (Table A to F) Regulations 1985 as amended, shall apply to the Charity.
- 18.4 References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

