

The Companies Acts 1985-2006
Company Limited by Guarantee and not Having a Share Capital

**Memorandum
and
Articles of Association
of
Jubilee Gardens Trust**

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The Companies Acts 1985-2006

Company Limited by Guarantee (not having a share capital)

Memorandum of Association

of

Jubilee Gardens Trust

Name

1. The Company's name is: "Jubilee Gardens Trust".

Registered Office

2. The Company's registered office is in England or Wales.

Objects

3. The Company is established to:
 - 3.1 provide a park and facilities at Jubilee Gardens, for the benefit of the public, in the interests of social welfare and with the object of improving the conditions of life of the public; and
 - 3.2 provide facilities for recreation and leisure, for the benefit of the public, in the interests of social welfare and with the object of improving the conditions of life of the public; and
 - 3.3 promote, for the benefit of the public, the conservation, protection and improvement of the physical and natural environment of the Area;
 - 3.4 educate the public in the subject of the history of the Area; and
 - 3.5 promote community participation in healthy recreation; and
 - 3.6 promote, for the benefit of the public, the arts; and
 - 3.7 advance education; and
 - 3.8 advance all other purposes charitable under the law of England and Wales.

Powers

4. To pursue its objects the Company may:
 - 4.1 acquire and use money, premises, equipment and any other property;
 - 4.2 apply any of its property or resources to the activities of other organisations with objects compatible to those of the Company;
 - 4.3 employ staff (making appropriate provision for pensions) and engage independent contractors and advisers;
 - 4.4 engage with the community to identify its needs and to seek support with regard to Jubilee Gardens;
 - 4.5 engage with government and other organisations to contribute to the strategic development, improvement and implementation of services and programmes relating to Jubilee Gardens;
 - 4.6 provide and support ancillary services, including, for example, advice, counselling;
 - 4.7 produce written materials and research in any format;
 - 4.8 raise funds by any means (except trading not within 4.9);
 - 4.9 trade as a means of carrying out its objects and otherwise trade where such trade is not expected to give rise to taxable profits;
 - 4.10 establish and participate in subsidiary companies;
 - 4.11 establish and participate in other organisations and trusts;
 - 4.12 undergo any full or part merger and receive or transfer assets and liabilities for such purpose;
 - 4.13 use banking facilities, borrow, lend and give or receive security, guarantees and credit (in each case subject to applicable law);
 - 4.14 invest any funds not immediately required in any investment, security or property and delegate investment management (in each case applying the provisions of the Trustees Act 2000);
 - 4.15 provide indemnity insurance to cover any liability of the Trustees which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Company, provided that any such insurance shall not extend to:

- (i) any claim arising from any act or omission which the Trustees knew to be a breach of trust, or breach of duty, or which was committed by the Trustees in reckless disregard as to whether it was a breach of trust or breach of duty; or
- (ii) the costs of any unsuccessful defence to a criminal prosecution brought against the individual(s) concerned in their capacity as Trustees.

4.16 do anything else which may contribute to, or which is incidental, or conducive, to the furtherance of the Company's objects.

Limitation on application of assets

5. The income and property of the Company shall (subject to Clause 6) be applied only towards the promotion of its objects and:

5.1 no part may be paid or transferred directly or indirectly by way of benefit to any Member; and

5.2 no Trustee may receive any remuneration or other financial benefit from the Company.

6. Clause 5 shall not prevent any payment in good faith by the Company of:

6.1 reasonable and proper expenses of Trustees;

6.2 reasonable and proper interest on money lent by any person;

6.3 reasonable and proper rent for premises let by any person;

6.4 reasonable and proper payments to any Trustee engaged by the Company, in its best interests, to act in a professional capacity and/or to provide other specialist skills and knowledge (or to any company or firm of which such Trustee is a member, partner or employee), provided that in each case:

6.4.1 this provision shall apply only to a minority of the Trustees at any one time; and

6.4.2 each such engagement is in accordance with the conflict of interest safeguards set out in the Articles (and any further Board policy).

6.5 reasonable and proper indemnity insurance premiums in accordance with Clause 4.15;

6.6 remuneration or other financial benefit to a company of which a Trustee or Member or his/her immediate family holds less than one per cent of the capital;

- 6.7 any payments made to any Trustee, officer or auditor under the indemnity provisions set out at Article 83.

Limited liability

7. The liability of the Members is limited.
8. Every Member shall contribute a sum not exceeding £1 to the assets of the Company if it is wound up during his/her membership, or within one year afterwards, towards:
- 8.1 payment of the debts and liabilities of the Company contracted before he/she ceased to be a Member;
- 8.2 the costs, charges and expenses of winding up;
- 8.3 the adjustment of the rights of the Company's contributories among themselves.

Winding up

9. Any property remaining, in relation to the winding-up of the Company, after its debts and liabilities have been satisfied shall not be paid to, or distributed among, the Members, but shall be given to a charity or charities with similar objects to those of the Company selected by the Members.

Interpretation

10. Definitions in the Company's Articles of Association apply in this Memorandum.

Amendment

11. This Memorandum shall not be altered except by a Special Resolution which is passed at a general meeting at which a quorum is present and which is passed by at least two thirds of each class of Members present.
12. During the Interim Period this Memorandum shall not be altered except by a Special Resolution passed at a general meeting.

We, the subscribers to this Memorandum, wish to establish the Company on these terms as the Company's founding Members.

Names and Addresses of Subscribers

		Guarantee
1.	Name: Mr Michael John McCart Address: Timber Gables, Marley Common, Haslemere, Surrey GU27 3PT On behalf of: Southbank Centre Limited	£1
2.	Name: Mr Christopher Paul Lambert Address: 240 Westbourne Grove, Westcliff-on-Sea, Essex SS0 0PS On behalf of: Shell International Petroleum Company Limited	£1
3.	Name: Mr David Sharp Address: The Old Post Office, Markwick Lane, Loxhill, Nr Godalming, Surrey GU8 4BG On behalf of: The London Eye Company Limited	£1
4.	Name: Ms Marilyn Evers Address: 34 Hornby House, Clayton Street, London SE11 5DA On behalf of: The Waterloo Green Trust	£1
5.	Name: Mr Christopher Lee Address: 70 Canonbie Road, London SE23 3AG On behalf of: London Borough of Lambeth	£1
6.	Name: Mr Donald Weighton Address: 23 Pearman Street, London SE1 7RB On behalf of: Friends of Jubilee Gardens	£1
7.	Name: Mr Iain Tuckett Address: 14 Whittlesey Street, London SE1 8SZ On behalf of: Coin Street Community Builders Limited	£1
8.	Name: Mr Michael Ball Address: 102 Leigham Road, London SW2 3JH On behalf of: Waterloo Community Development Group	£1
9.	Name: Mr Edward Oliver Inman Address: 19 Campdale Road, London N7 0EB On behalf of: South Bank Employers Group	£1

Dated 28 August 2008

The Companies Acts 1985-2006

Company Limited by Guarantee (not having a share capital)

Articles of Association

of

Jubilee Gardens Trust

Interpretation

1. In these Articles and the Memorandum the following terms have the following meanings:-

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|------|---------------------|--|
| 1.1 | “AGM” | an annual general meeting of the Members; |
| 1.2 | “Area” | the area the boundaries of which are the River Thames, Lambeth Road and Blackfriars Road; |
| 1.3 | “Articles” | these Articles of Association; |
| 1.4 | “Associate Members” | the Members described in Article 8.4; |
| 1.5 | “Board” | the board of management of the Company (comprising its “directors” for the purposes of the Companies Acts and its “trustees” under charity law); |
| 1.6 | “Chair” | a Trustee holding such office appointed under these Articles; |
| 1.7 | “circulation date” | in relation to a written resolution, has the meaning given to it in the Companies Acts; |
| 1.8 | “Clear Days” | in relation to a notice period the period excluding both the day on which the notice is given and the day on which it is to take effect; |
| 1.9 | “Companies Acts” | has the meaning given to it in section 2 of the Companies Act 2006; |
| 1.10 | “Company” | Jubilee Gardens Trust; |
| 1.11 | “EGM” | an extraordinary general meeting of the Members; |

- 1.12 “electronic form” and “electronic means” have the meanings respectively ascribed to them in the Companies Act 2006
- 1.13 “Founding Landowner Members”
- (1) The London Eye Company Limited, a registered company (registered office: 3 Market Close, Poole, Dorset BH15 1NQ, CRN: 2896849),
 - (2) Southbank Centre Limited, a company limited by guarantee (registered office: Royal Festival Hall, London SE1 8XX, CRN: 02238415),
 - (3) Shell International Petroleum Company Limited (SIPC), a registered company (registered office: Shell Centre, London, SE1 7NA, CRN: 00621148), and
 - (4) Shirayama Shokusan Company Limited, a company registered in Japan under registration number 1299-01-003548 and whose address for service on England is Riverside building (formerly County Hall London SE1 7PB);
- 1.14 “hard copy” and “hard copy form” have the meanings respectively ascribed to them in the Companies Act 2006
- 1.15 “Interim Period” the period commencing on the date of incorporation and ending on the date on which all trustees have been appointed in accordance with Articles 18,19,20 and 21 or on which the Agreement of Lease from South Bank Centre to the Trust is agreed, whichever is the later;
- 1.16 “in writing” written, printed or electronically transmitted writing;
- 1.17 “Jubilee Gardens” the gardens situated within the Area known as the Jubilee Gardens;
- 1.18 “Landowner Members” the Members described in Article 8.3;
- 1.19 “Landowner Subscription” such subscription fee as the Board shall determine;
- 1.20 “Local Enterprise Members” the Members described in Article 8.2;
- 1.21 “Member” a Member of the Company as defined under

	the Companies Acts;
1.22 “Memorandum”	the Memorandum of Association of the Company;
1.23 “Residents’ Members”	the Members described in Article 8.1;
1.24 “Secretary”	the company secretary of the Company;
1.25 “Special Resolution”	a resolution which must be passed by a 75% majority of Members present and voting at a Members’ meeting;
1.26 “Trustee”	a director as defined in the Companies Acts.

Membership

2. After the Interim Period the Members shall be organisations committed to the objects of the Company, concerned to see its effective operation.
3. Members shall principally contribute to the effective operation of the Company through receiving and considering reports from the Board in Members’ meetings.
4. During the Interim Period the Members shall be the individuals appointed as the first Trustees.
5. Further Members may be admitted by the Board in accordance with the Articles save that new Landowner Members may not be admitted without the prior written approval of the Founding Landowner Members.
6. Every prospective Member shall submit an application for membership in a form which prescribed by the Board.
7. The Board may (in the best interests of the Company) decline to accept any prospective Member as a Member save that a new Landowner Member approved by the Founding Landowner Members may not be declined by the Board.
8. After the Interim Period there shall be four classes of Members as follows:
 - 8.1 Resident Members: organisations representing residents whose registered address is within the Area and which the Board are satisfied are sufficiently representative, properly constituted and have a geographical focus within the Area;
 - 8.2 Local Enterprise Members: businesses and social enterprises operating in the

Area and eligible to pay business rates in the Area;

- 8.3 Landowner Members: the Founding Landowner Members and any other organisations provided that such Founding Landowner Members or other organisations have leasehold or freehold interests in property adjoining Jubilee Gardens and have paid the Landowner Subscription.
- 8.4 Associate Members: such other individuals or organisations as the Board shall think fit.
9. Membership is personal and may not be transferred.
10. A Member shall notify the Company in writing of the name and position of any individual authorised to exercise rights of membership on its behalf (and may replace such individual at any time permanently or temporary on notice to the Company).
11. A Member may resign by notice provided there is at least three remaining Members.
12. A Member, other than a Landowner Member, may be removed by resolution passed by 75% of the trustees, at a Board meeting at which at least half of the Trustees are present, provided that the Member has been given at least 14 clear days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal and has been given a reasonable opportunity of being heard by, or of making written representations to, the Board.
13. Membership shall automatically cease where any Member is subject to any event related to winding-up, dissolution or insolvency which results in its board of management ceasing to be in effective control of the organisation or being a Landowner Member, ceases to fulfil the requirements of clause 8.3 with regard to being a Landowner Member.
14. The Board may levy subscriptions on Members at such reasonable rate(s) as it resolves and may levy them at different rates for different categories of Member.

The Board

Number of Trustees

15. There shall be a minimum of 3 Trustees.

Appointment of Trustees

16. The first Trustees shall be the individuals named in the Form 10 submitted to Companies House on incorporation of the Company.
17. Subsequent Trustees shall be appointed by the Members in accordance with Article 18, 19, 20 and 21 provided that the process of such appointment is, in the opinion of the Board, fair and reasonable or by resolution of the Board.

18. The Residents Members shall be entitled to appoint up to four individuals as Trustees and upon such appointment shall send written notice of such appointment to the Secretary at the registered office of the Company.
19. The Local Enterprise Members shall be entitled to appoint up to four individuals as Trustees and upon such appointment shall send written notice of such appointment to the Secretary at the registered office of the Company.
20. The Landowner Members shall be entitled to appoint up to four individuals as Trustees and upon such appointment shall send written notice of such appointment to the Secretary at the registered office of the Company.
21. The Associate Members shall be entitled to appoint up to two individuals as Trustees and upon such appointment shall send written notice of such appointment to the Secretary at the registered office of the Company.
22. The Board shall be entitled to appoint up to four Trustees who shall have skills which the Board considers necessary for the effective operation of the Company or as the Board otherwise thinks fit and upon such appointment shall send written notice of such appointment to the Secretary at the registered office of the Company.
23. The first Trustees shall hold office for the Interim Period. Subsequent Trustees (except Trustees appointed by the Landowner Members whose term shall be indefinite or Trustees appointed in accordance with Article 22 whose term shall be one year and may be reappointed for subsequent terms of one year) shall hold office from their appointment for a term of three years and may be re-appointed for a second term of three years.
24. A Trustee may be re-appointed for further terms of 3 years beyond the first two subject to a resolution to such effect being passed by at least two thirds of the Board.

Removal and disqualification

25. No person may be appointed as a Trustee who is under 18 or disqualified from acting.
26. The office of a Trustee shall be vacated if he/she:-
 - 26.1 ceases to be a Trustee under any provision of the Companies Acts, or becomes prohibited from acting;
 - 26.2 dies, becomes bankrupt or makes any general arrangement or composition with his/her creditors;
 - 26.3 is unable to act through mental incapacity and the Trustees resolve that he/she be removed for that reason;
 - 26.4 resigns in writing (provided at least three Trustees will remain in office when the resignation takes effect);

- 26.5 fails to attend three consecutive meetings of the Trustees without reasonable apology or excuse and the Trustees resolve that he/she be removed for that reason; or
- 26.6 is removed by resolution at a Board meeting at which at least half of the Trustees are present, provided that the Trustee has been given at least 14 clear days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal and has been afforded a reasonable opportunity of being heard by, or of making written representations to, the Board.
27. For the avoidance of doubt, if a Trustee is removed from office under Article 25 at any time other than during the Interim Period the Members which appointed such Trustee shall be entitled to appoint another individual as a Trustee in accordance with Articles 18,19, 20 or 21.

Powers of the Board

28. During the Interim Period the Board may only act to ensure the appointment of the Board by the Members in accordance with Articles 18, 19, 20 and 21 and to register the company as a Charity and the Board shall ensure that such events take place during the Interim Period.
29. After the Interim Period, subject to the Companies Acts, the Memorandum and the Articles, the business of the Company shall be managed by the Board which may exercise all the powers of the Company (including the power to effect indemnity insurance, despite the Trustees' interest in such insurance). The powers given by this Article shall not be limited by any special power given to the Board by the Articles and a meeting of the Board at which a quorum is present may exercise all powers exercisable by the Board.
30. No alteration of the Memorandum or Articles shall invalidate any prior act of the Board which would have been valid if that alteration had not been made.
31. Continuing Trustees may act if the number of Trustees is below the minimum only for the purpose of appointing sufficient Trustees to bring their number back up to such minimum, or for calling an AGM or EGM.
32. All acts done by a person acting as a Trustee shall, if it is afterwards discovered that there was a defect in his/her appointment, or that he/she was disqualified from holding office, or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Trustee.
33. Subject to the Articles the Trustees may regulate their proceedings as they think fit.

Delegation of Board powers

34. The Board may delegate any of its powers to any committee or person on the basis that:

- 34.1 the resolution making the delegation shall specify the members of such committee, or such person (who need not be Trustees) and state any additional appointments the committee may make;
- 34.2 the committee or person shall report regularly to the Board;
- 34.3 the delegation shall be revocable;
- 34.4 the Board may make regulations for any such committee or person;
- 34.5 the committee or person shall not incur expenditure except as approved by the Board;
- 34.6 financial matters and the operation of any bank account may be delegated; and
- 34.7 committee proceedings shall be governed by the provisions of the Articles regulating the proceedings of the Board so far as the same are applicable and are not superseded by any regulations made by the Board.

Meetings

Board meetings

35. The Chair or any two Trustees may call a Board meeting.

AGMs

36. The Company shall hold an AGM within 18 months of incorporation and afterwards once in every calendar year. Not more than 15 months shall pass between one AGM and the next.
37. AGM business includes (as appropriate):
 - 37.1 presentation of annual accounts and an annual report for adoption by the Members; and
 - 37.2 appointment of the auditors and authorisation for the Board to fix their remuneration.

EGMs

38. The Trustees or Members in accordance with relevant provisions of the Companies Acts may call an EGM.

Length of notice

39. A Board meeting shall be called by at least 7 clear days' notice in writing unless urgent circumstances require shorter notice.
40. Subject to Article 41, AGMs and EGMs shall be called by at least 14 clear days' notice unless the Companies Acts require a longer notice period.

41. An EGM may be called by shorter notice if it is so agreed by a majority of the Members having a right to attend and vote at that meeting. Any such majority shall together represent at least 90% of the total voting rights at that meeting of all the Members..

Contents of notice

42. Every notice calling a meeting shall specify the place, day and time of the meeting, whether it is a Board meeting, an AGM or an EGM and the general nature of the business to be transacted. If a Special Resolution is to be proposed, the notice shall include the proposed resolution and specify that it is proposed as a Special Resolution. In every notice calling an AGM or EGM there must appear with reasonable prominence a statement informing the Member of his or her rights to appoint another person as his or her proxy at the meeting.

Service of notice

43. Notice of meetings shall be given to each person entitled to vote at the meeting and in accordance with Articles 78 to 82.

Quorum

44. No business shall be transacted at a Board meeting unless a quorum of 50% of the Trustees or 6 Trustees whichever is the larger is present.
45. No business shall be transacted at any AGM or EGM unless a quorum of 20% of the Members of each class is present in person or by proxy (excluding Associate Members).
46. If such a quorum is not present within half an hour from the time appointed for an AGM or EGM, the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such time and place as the Board may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting those present and entitled to vote shall be a quorum.

Chair

47. There shall be a Chair of the Board, who for the first three years following the date of incorporation shall be appointed (and may be removed) by a resolution passed by no less than 75% of the Board and who, for the years following the first three years following the date of incorporation, shall be appointed (and may be removed) by a resolution passed by the majority of the Board.
48. The Chair or in his/her absence another Trustee agreed by the Board shall preside as chair of each Board meeting, AGM or EGM.

Adjournment

49. The Chair may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting, but no additional business may be transacted at a reconvened meeting following an adjournment.

Voting

Voting at Board meetings

50. At a Board meeting every person present in person and entitled to vote shall have one vote.
51. A resolution put to the vote of a Board meeting shall be decided on a show of hands.
52. Questions arising at a Board meeting shall be decided by a majority of votes. In the case of an equality of votes, the chair shall be entitled to a casting vote in addition to any other vote he or she may have.

Voting at AGMs and EGMs

53. A resolution put to the vote of an AGM or EGM shall be decided on a show of hands unless before or on the declaration of the result of the show of hands a poll is duly demanded. Subject to the Companies Acts, a poll may be demanded:
 - 53.1 by the chair; or
 - 53.2 by any person who, by virtue of being appointed proxy for one or more Members entitled to attend and vote at the meeting, holds two or more votes; or
 - 53.3 by at least two Members present in person or by proxy and having the right to vote at the meeting; or
 - 53.4 by a Member or Members present in person or by proxy representing at least one-tenth of the total voting rights of all the Members having the right to vote at the meeting.
54. Unless a poll is duly demanded a declaration by the chair that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
55. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chair and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

56. A poll shall be taken as the chair directs and he or she may appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
57. A poll demanded on the election of the chair or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chair directs not being more than 30 days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
58. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
59. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chair whose decision shall be final and binding.
60. On a show of hands and on a poll every Member present in person or by proxy shall have one vote. In the case of an equality of votes, whether on a show of hands or on a poll, the chair shall not be entitled to a casting vote in addition to any other vote he or she may have.
61. The appointment of a proxy shall be in such form as is usual or which the Board may approve.
62. Unless the appointment of a proxy indicates otherwise, it must be treated as:
 - 62.1 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
 - 62.2 appointing that person as a proxy in relation to any adjournment of the Members' general meeting to which it relates as well as the meeting itself.
63. The appointment of a proxy and any authority under which it is executed or a copy of such authority in some way approved by the Board may:
 - 63.1 in the case of an instrument in writing be deposited at the registered office of the Company 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 Company in relation to the meeting at least 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or

63.2 in the case of an appointment sent by electronic means, where an address has been specified for the purpose of receiving documents or information by electronic means:

63.2.1 in the notice convening the meeting, or

63.2.2 in any instrument of proxy sent out by the Company in relation to the meeting, or

63.2.3 in any invitation to appoint a proxy issued by the Company in relation to the meeting which is sent by electronic means,

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;

63.3 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 at least 24 hours before the time appointed for the taking of the poll; or

63.4 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 (if any) or to any Trustee;

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

64. An appointment of a proxy may be revoked by delivering to the Company a notice given by or on behalf of the person by whom or on whose behalf the proxy notice was given. A notice revoking the appointment of a proxy only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

Irregularities

65. The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of:

65.1 any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice); or

65.2 a person present or voting not being qualified to be present or vote;

65.3 any business being considered at the meeting which is not specified in the notice for the meeting (unless such specification is a requirement of the Companies Acts).

Conflicts of interest

66. If a person has a personal interest in a matter to be discussed at a meeting, or has an interest in another organisation whose interests are reasonably likely to conflict with those of the Company in relation to such matter he/she must:
 - 66.1 declare the interest before discussion begins on the matter;
 - 66.2 withdraw from that part of the meeting unless invited to remain by resolution of the relevant meeting;
 - 66.3 have no vote on the matter.

Decisions without a meeting

Written Members' resolutions

67. Subject to Article 68, a written resolution of the Members of the Company passed in accordance with these Articles 67 to 72 shall have effect as if passed by the Company in a Members' general meeting.
 - 67.1 A written resolution is passed as an ordinary resolution if it is passed by a simple majority of the total voting rights of eligible Members.
 - 67.2 A written resolution is passed as a Special Resolution if it is passed by Members representing not less than 75% of the total voting rights of eligible Members. A written resolution is not a Special Resolution unless it states that it was proposed as Special Resolution.
 - 67.3 In relation to a resolution proposed as a written resolution of the Company the eligible Members are the Members who would have been entitled to vote on the resolution on the circulation date of the resolution.
68. A Members' resolution under the Companies Acts removing a Trustee or an auditor before the expiration of his or her term of office may not be passed as a written resolution.
69. A copy of the written resolution must be sent to every Member together with a statement informing the Member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse. Communications in relation to written resolutions shall be sent to the Company's auditors in accordance with the Companies Acts.
70. A Member signifies their agreement to a proposed written resolution when the Company receives from him or her an authenticated document identifying the resolution to which it relates and indicating his or her agreement to the resolution.
 - 70.1 If the document is sent to the Company in hard copy form, it is authenticated if it bears the Member's signature.

- 70.2 If the document is sent to the Company by electronic means, it is authenticated if it bears the Member's signature or if it is from an email address specified by the Member to the Company for the purposes of receiving documents or information by electronic means.
71. A written resolution is passed when the required majority of eligible Members have signified their agreement to it.
72. A proposed written resolution lapses if it is not passed within 28 days beginning with the circulation date.

Trustees' decision-making

73. The Board may take a unanimous decision without a Board meeting by indicating to each other by any means, including without limitation by electronic means, that they share a common view on a matter. Such a decision may, but need not, take the form of a resolution in writing, copies of which have been signed by each Trustee or to which each Trustee has otherwise indicated agreement in writing.

Virtual meetings

74. A meeting may be held by telephone or by televisual or other electronic or virtual means agreed by resolution of the Board in which all participants may communicate simultaneously with all other participants.

General

Secretary and Treasurer

75. The Secretary and a treasurer shall each be appointed (and may be removed) by the Board for such term, at such remuneration (provided he/she is not a Trustee) and upon such conditions as it considers appropriate .

Minutes

76. The Board shall ensure minutes are kept of :-

76.1 all appointments made by the Board; and

76.2 all proceedings at Board, committee meetings, AGMs and EGMs;

and any minute signed by the chair of the meeting at which the proceedings were held, or of the next succeeding meeting shall be sufficient evidence of the proceedings.

Records and accounts

77. The Board shall ensure that the Company complies with the requirements of

the Companies Acts and of charity law as to the keeping of financial records, the audit or examination of accounts and the preparation and transmission to Companies House and the Charity Commission of:

- 77.1 annual reports;
- 77.2 annual returns; and
- 77.3 annual accounts.

Communications by and to the Company

- 78. Subject to the provisions of the Companies Acts and these Articles:
 - 78.1 a document or information (including any notice) to be given, sent or supplied to any person pursuant to the Articles may be given, sent or supplied in hard copy form or in electronic form;
 - 78.2 a document or information (including any notice) may only be given, sent or supplied in electronic form where the recipient has agreed (generally or specifically) that the document or information may be sent in that form and has not revoked that agreement.
 - 78.3 Any document or information (including any notice) sent to a Member under the Articles may be sent to the Member's postal address as shown in the Company's register of Members or (in the case of documents or information sent by electronic means) to an address specified for the purpose by the Member.
- 79. Any document to be served on the Company or by on any officer of the Company under the Articles may only be served:
 - 79.1 in the case of documents in hard copy form, by sending or delivering them to the Company's registered office or delivering them personally to the officer in question; or
 - 79.2 in the case of documents in electronic form, by sending them by electronic means:
 - 79.2.1 to an address notified to the Members for that purpose; and
 - 79.2.2 from an address previously notified to the Company by the Member (other than by electronic means) for the purpose of sending and receiving documents and information.
- 80. A Member present in person or by proxy at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.
- 81. Where a document or information is sent or supplied under the Articles:

- 81.1 Where the document or information is sent or supplied by post, service or delivery shall be deemed to be effected at the expiration of 48 hours after the envelope containing it was posted. In proving such service or delivery it shall be sufficient to prove that such envelope was properly addressed and posted;
- 81.2 Where the document or information is sent or supplied by electronic means to an address specified for the purpose by the intended recipient, service or delivery shall be deemed to be effected on the same day on which it is sent or supplied. In proving such service it shall be sufficient to prove that it was properly addressed.
82. Where any document or information has been sent or supplied by the Company by electronic means and the Company receives notice that the message is undeliverable:
- 82.1 if the document or information has been sent to a Member and is notice of an AGM or EGM of the Company or a copy of the annual report and accounts of the Company, the Company is under no obligation to send a hard copy of the document or information to the Member's postal address as shown in the Company's register of Members, but may in its discretion choose to do so; and
- 82.2 in all other cases, the Company will send a hard copy of the document or information to the Member's postal address as shown in the Company's register of Members, or in the case of a recipient who is not a Member, to the last known postal address for that person.
- 82.3 The date of service or delivery of the documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of hard copies.

Indemnity

83. Subject to the provisions of the Companies Acts (without prejudice to any indemnity to which a Trustee is otherwise entitled) every Trustee of the Company shall be indemnified out of the assets of the Company:
- 83.1 against all costs, charges, losses, expenses or liabilities incurred by him/her in the proper execution and discharge of his/her duties in relation to the Company; and
- 83.2 against all costs, charges, losses, expenses, or liabilities incurred by him/her:
- 83.2.1 in defending any civil or criminal proceedings in which judgment is given in his/her favour, or in which he/she is acquitted; and
- 83.2.2 in connection with any issue in which relief from liability is granted to him/her;

where such proceedings or issue arise(s) as a result of any actual or alleged negligence, default, breach of duty or breach of trust in relation to the Company.

Winding-up

84. The provisions of Clauses 8 and 9 of the Memorandum apply to the winding-up or dissolution of the Company.

Amendment

85. These Articles shall not be altered except by a Special Resolution which is passed at an AGM or EGM at which a quorum is present and which is passed by at least two thirds of each class of Members present
86. During the Interim Period these Articles shall not be altered except by a Special Resolution passed at an AGM or EGM.

Names and Addresses of Subscribers

1. Name: Mr Michael John McCart
Address: Timber Gables, Marley Common, Haslemere,
Surrey GU27 3PT
On behalf of: Southbank Centre Limited
2. Name: Mr Christopher Paul Lambert
Address: 240 Westbourne Grove, Westcliff-on-Sea, Essex SS0 0PS
On behalf of: Shell International Petroleum Company Limited
3. Name: Mr David Sharp
Address: The Old Post Office, Markwick Lane, Loxhill,
Nr Godalming, Surrey GU8 4BG
On behalf of: The London Eye Company Limited
4. Name: Ms Marilyn Evers
Address: 34 Hornby House, Clayton Street, London SE11 5DA
On behalf of: The Waterloo Green Trust
5. Name: Mr Christopher Lee
Address: 70 Canonbie Road, London SE23 3AG
On behalf of: London Borough of Lambeth
6. Name: Mr Donald Weighton
Address: 23 Pearman Street, London SE1 7RB
On behalf of: Friends of Jubilee Gardens
7. Name: Mr Iain Tuckett
Address: 14 Whittlesey Street, London SE1 8SZ
On behalf of: Coin Street Community Builders Limited
8. Name: Mr Michael Ball
Address: 102 Leigham Road, London SW2 3JH
On behalf of: Waterloo Community Development Group
9. Name: Mr Edward Oliver Inman
Address: 19 Campdale Road, London N7 0EB
On behalf of: South Bank Employers Group

Date: 28 August 2008