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THURSDAY



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23/09/2010

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COMPANIES HOUSE

buildingfutureseast

**Minutes of
ANNUAL GENERAL MEETING
11th December 2009**

Present:**Board:**

Father M Conaty (Chair) – St Anthony of Padua Community Association
 Vince Robinson – Retired - former DWP
 Ally MacDonald – Wellstream International
 Chris Muir – Northgate PLC
 Cllr John Stokel-Walker – Elected Member, Newcastle City Council
 Chief Inspector Peter Fay – Northumbria Police
 Colin Hewitt – Ward Hadaway

Staff:

Anthony Woods-Waters – Chief Executive
 Caroline Mason – Project Development Manager (minutes)
 Julie Burrell – Office Manager

	Agenda Item	Action
1.	Apologies	
	Apologies were received from Dr Paul Chan and Bruce Shepherd	
2.	Confirmation of election of new members	
	FrMC welcomed new board members Chief Inspector Peter Fay – Northumbria Police Colin Hewitt – Ward Hadaway	
3	Minutes of the last meeting	
	Agreed as a correct record Matters Arising Item 2 – not progressed 2 1 – D Jackson at A4E discussing with VR	

	<p>Item 6 – JSW reported that a visit to Little Rock was confirmed for October/November 2010 Dean of Little Rock keen to support International Business Links with BFE</p>	
4	<p>Election of Chair and Vice Chairs</p> <p>FrMC stood down as Chair at this item</p> <p>AWW assumed management of the meeting and invited nominations for the Chair JSW nominated FrMC, seconded by VR</p> <p>AGREED That FrMC be re-appointed as Chair of Building Futures East for 1 year</p> <p>Fr MC proposed that in terms of supporting the transformation process, and meet to discuss growth and development on a monthly basis that 3 Vice Chairs be appointed AGREED</p> <p>Nominations for Vice Chair</p> <p>Ally MacDonald Cllr John Stokel-Walker Vince Robinson</p> <p>AGREED. Unanimous vote.</p>	
5.	<p>Financial Report</p> <p>CM reported on the year end accounts for 2009 Confirmed that closing balance was £83,285 AGREED</p> <p>Authorised that CM, FrMC and VR sign off and file before the end of December AGREED</p> <p>AWW stated that the current financial streams were as follows</p> <p>WNF grant until March 2011 LSC (ESF) contract end Dec 2010 Future Jobs Fund 18 month contract until March 2011</p> <p>AWW outlined predictions for a steady increase in commercial activity with the intention of separate commercial vehicles, creating 2 Social</p>	AWW

	<p>enterprises – Environmental and Construction which would in the longer term achieve sustainability AWW preparing a five year plan in which this would be detailed AGREED</p> <p>Contracts</p> <p>VR enquired as to whether AWW had a formal line of contact with the LSC and e if BFE had been contacted with a view to becoming a key provider This to be explored further AGREED ACTION BY VR</p>	
6.	Proposed amendment to the Articles and Memorandum of Association	
	<p>The Chair proposed amendments to agree change within section 3 and asked the Board to agree for AWW to send out the amendment for authorization AGREED</p>	
7.	Report from individual Directors on Achievements and future intentions	
	<p>AMc - Confirmed promotion of BFE commercial enterprises and will pursue individual links with companies to explore further</p> <p>VR – Concentrating on the links with DWP and LSC, will invite Paul Cuskin Secretary of ? to visit BFE</p> <p>Cllr JSW – Continuing to negotiate contracts with the LA and YHN to generate income and future growth Assured that a commitment of £30K for the Environmental Maintenance section</p> <p>CM – Confirmed assistance with the transport of the environmental maintenance programme Neogitated a service FOC with Deloittes in terms of VAT arrangements Also confirmed that N Wright Associates have offered a free ½ page ad in their newsletter On-going support and advice to JB in terms of the management of accounts</p> <p>FrMC thanked Board members for their continued support</p>	
8.	Any Other Business	
	<p>Extend agenda to acknowledge that BFE will appoint a firm of Accountants next financial year and that the Executive Committee of the Vice Chairs be given the power to appoint AGREED</p>	

	<p>Acknowledge that BFE will also appoint a firm of solicitors in terms of supporting the establishment of a new company CH will study the Articles of Memorandum and support this on a personal level as a trustee rather than commercial AGREED</p> <p>Suggestions were invited for recommendations onto the Board of Trustees Acknowledged that the gender balance should be considered for future appointments AWW suggested that all nominations be forwarded to himself AGREED</p> <p>AWW confirmed that Guerilla Communications were working with BFE to write a new communication document and assist with the branding of the organisation</p> <p>AWW reported that Colin Turner, an Independent Consultant had agreed to support the re-engineering process for free AWW was also planning to call a special meeting early February with the Exec Committee</p>	
9.	Date and Time of next meeting	
	To be agreed	

Signed by Chairman, Father Michael Conaty



Date 11 12 09

buildingfutureseast

THE COMPANIES ACTS 1985 AND 1989 COMPANY LIMITED BY GUARANTEE

Company number 6261491
Registered Charity 1125555
Development Trust F352

Memorandum of Association of

Building Futures East Limited

THURSDAY

COMPANIES HOUSE

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- 1 The company's name is **BUILDING FUTURES EAST LIMITED**
(and in this document it is called the Company)
- 2 The Company's registered office is to be situated in England
- 3 **The Company's objects ("the Objects") are the promotion for the public benefit of urban or rural regeneration in areas of social and economic deprivation (and in particular the North East Region of England "the area of benefit") by all or any of the following means:**
 - 1) **the relief of poverty:**
 - (2) **the advancement of education, training or retraining:**
 - (3) **the provision in the interests of social welfare and social education of opportunities and facilities for recreation, leisure time occupation and personal and social development for the communities of the target area, and in particular those who by reason of their youth, age, ability, gender, poverty or social and economic circumstances have need of such opportunities and facilities.**
 - (4) **the relief of unemployment.**
 - (5) **the promotion of good health and provision of childcare.**
 - (6) **the promotion of community safety and prevention of crime.**
 - (7) **such other means as may arise from time to time to be determined subject to the prior consent of the Charities Commissioners for England and Wales**
- 4 (1) In addition to any other powers it may have, the Company has the following powers in order to further the Objects (but not for any other purpose)
 - a to raise funds and to invite and receive contributions from any person or persons by way of subscription, donation, or otherwise provided that this shall be without

prejudice to the ability of the charity to disclaim any gift, legacy or bequest in whole or in part in such circumstances as the Company may think fit and in doing so, the Company must not undertake any substantial permanent trading activity and must comply with any relevant statutory regulations,

- b** to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use,
- c** to sell, lease or otherwise dispose of all or any part of the property belonging to the Company. In exercising this power, the Company must comply as appropriate with sections 36 and 37 of the Charities Act 1993,
- d** to borrow money and to charge the whole or any part of the property belonging to the Company as security for repayment of the money borrowed. The Company must comply as appropriate with sections 38 and 39 of the Charities Act 1993 if it wishes to mortgage land,
- e** to co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them,
- f** to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects,
- g** to acquire, merge with or to enter into any partnership or joint venture arrangement with any other charity formed for any of the Objects,
- h** to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves,
- j** to employ and remunerate such staff as are necessary for carrying out the work of the Company. The Company may employ or remunerate a Director only to the extent it is permitted to do so by clause 5 and provided it complies with the conditions in that clause,
to
 - (i) deposit or invest funds,
 - (ii) employ a professional fund-manager, and
 - (iii) arrange for the investments or other property of the Company to be held in the name of a nominee,
- k** in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000,
- l** to provide indemnity insurance for the Directors or any other officer of the Company in relation to any such liability as is mentioned in sub-clause (2) of this clause, but subject to the restrictions specified in sub-clause (3) of the clause,
- m** to pay out of the funds of the Company the costs of forming and registering the Company both as a company and as a charity,
- n** to do all such other lawful things as are necessary for the achievement of the

Objects,

- (2)** The liabilities referred to in sub-clause 4(1)(k) are
- a** any liability that by virtue of any rule of law would otherwise attach to a director of a company in respect of any negligence, default breach of duty or breach of trust of which he or she may be guilty in relation to the Company,
 - b** the liability to make a contribution to the Company's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading)
- (3)** **a** The following liabilities are excluded from sub-clause (2)(a)
- (i)** fines,
 - (ii)** costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or wilful or reckless misconduct of the Director or other officer,
 - (iii)** liabilities to the Company that result from conduct that the Director or other officer knew or must be assumed to have known was not in the best interests of the Company or about which the person concerned did not care whether it was in the best interests of the Company or not
- b** There is excluded from sub-clause 2(b) any liability to make such a contribution where the basis of the Director's liability is his or her knowledge prior to the insolvent liquidation of the Company (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Company would avoid going into insolvent liquidation
- 5 (1)** The income and property of the Company shall be applied solely towards the promotion of the Objects
- (2)** **a** A Director is entitled to be reimbursed from the property of the Company or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Company
- b** Subject to the restrictions in sub-clauses 4(2) and 4(3), a Director may benefit from trustee indemnity insurance cover purchased at the Company's expense
- (3)** **a** None of the income or property of the Company may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the Company This does not prevent a member who is not also a Director receiving
- b** a benefit from the Company in the capacity of a beneficiary of the Company,
 - c** reasonable and proper remuneration for any goods or services supplied to the Company
- (4)** **a** A Director may be employed by the Company or enter into a contract for the supply of goods or services to the Company, other than for acting as a Director
- b** A Director may receive interest on money lent to the Company at a reasonable and proper rate not exceeding 2% per annum below the base rate of a clearing bank to

be selected by the Directors

- c** A company of which a Director is a member may receive fees remuneration or other benefit in money or money's worth provided that the shares of the company are listed on a recognised stock exchange and the Director holds no more than 1% of the issued capital of that company
 - d** A Director may receive rent for premises let by the Director to the Company if the amount of the rent and the other terms of the lease are reasonable and proper
- (5) a** The Company and its Directors may only rely upon the authority provided by sub-clause 5(5) if each of the following conditions is satisfied
- (i) The remuneration or other sums paid to the Director do not exceed an amount that is reasonable in all the circumstances
 - (ii) The Director is absent from the part of any meeting at which there is discussion of
 - I his or her employment or remuneration, or any matter concerning the contract, or
 - II his or her performance in the employment, or his or her performance of the contract, or
 - III any proposal to enter into any other contract or arrangement with him or her or to confer any benefit upon him or her that would be permitted under sub-clause 5(5), or
 - IV any other matter relating to a payment or the conferring of any benefit permitted by sub-clause 5(5)
 - (iii) The Director does not vote on any such matter and is not to be counted when calculating whether a quorum of Directors is present at the meeting
 - (iv) The other Directors are satisfied that it is in the interests of the Company to employ or to contract with that Director rather than with someone who is not a Director. In reaching that decision the Directors must balance the advantage of employing a Director against the disadvantages of doing so (especially the loss of the Director's services as a result of dealing with the Director's conflict of interest)
 - (v) The reason for their decision is recorded by the Directors in the minute book
 - (vi) A majority of the Directors then in office have received no such payments.
- b** The employment or remuneration of a Director includes the engagement or remuneration of any firm or company in which the Director is
- (i) a partner,
 - (ii) an employee,

- (iii) a consultant,
- (iv) a director, or
- (v) a shareholder, unless the shares of the company are listed on a recognised stock exchange and the Director holds less than 1% of the issued capital

(6) In sub-clauses (2)-(6) of this clause 5

- a** "Company" shall include any company in which the Company
 - (i) holds more than 50% of the shares, or
 - (ii) controls more than 50% of the voting rights attached to the shares, or
 - (iii) has the right to appoint one or more directors to the Board of the company
- b** "Director" shall include any child, parent, grandchild, grandparent, brother, sister or spouse of the Director or any person living with the Director as his or her partner

6 The liability of the members is limited

7 Every member promises, if the Company is dissolved while he or she is a member or within twelve months after he or she ceases to be a member, to contribute such sum (not exceeding £1.00) as may be demanded of him or her towards the payment of the debts and liabilities of the Company incurred before he or she ceases to be a member, and of the costs charges and expenses of winding up, and the adjustment of the rights of the contributories among themselves

8 (1) The members of the Company may at any time before, and in expectation of, its dissolution resolve that any net assets of the Company after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Company be applied or transferred in any of the following ways

- a** directly for the Objects, or
- b** by transfer to any charity or charities for purposes similar to the Objects, or
- c** to any charity for use for particular purposes that fall within the Objects,

(2) Subject to any such resolution of the members of the Company, the Directors of the Company may at any time before and in expectation of its dissolution resolve that any net assets of the Company after all its debts and liabilities have been paid, or provision made for them, shall on dissolution of the Company be applied or transferred

- a** directly for the Objects, or
- b** by transfer to any charity or charities for purposes similar to the Objects, or
- c** to any charity or charities for use for particular purposes that fall within the Objects

- (3)** In no circumstances shall the net assets of the company be paid to or distributed among the members of the Company (except to a member that is itself a company) and if no such resolution is passed by the members or the Directors the net assets of the Company shall be applied for charitable purposes as directed by the court or the Commission

We, the persons whose names and addresses are written below, wish to be formed into a company under this Memorandum of Association.

Signatures, Names and Addresses of Subscribers

Dated

Witness to the above signatures

Name

Address

Occupation