

Amended Copy
dated 30 November 2003

The Companies Act 1985

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

**Articles of Association of
ISLINGTON CHINESE ASSOCIATION**

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Interpretations

WEDNESDAY



A21 *A99UH0HV* #297
22/07/2020
COMPANIES HOUSE

1. In these Articles:
“The Act” means the Companies Act 1985 and any amendments from time to time in force.
“The Association” means the company.
“The Area” means the borough of Islington and its environs.
“The Seal” means the Common Seal of the Association.
“Secretary” means any person appointed to perform the duties of the Secretary of the Association.
“The Management Committee” means all those persons appointed to perform the duties of Directors of the Association.
“Employee” means anyone holding a contract of employment with the Association to perform at least eight hours of paid work per week for the Association.
“In writing” shall be taken to include references to printing, photocopying and other modes of representing or reproducing words in a visible form.
Words importing the singular number shall include the plural and vice versa unless a contrary intention appears.
Words importing persons shall include bodies corporate and associations if not inconsistent with the context.
Unless the context requires otherwise, words or expressions contained in these Articles shall bear the same meaning as in the Act.

Members

2. The number of members of the Association is unlimited.
3. The first members of the Association shall be the Subscribers to the Memorandum of Association.
4. The Management Committee may at its discretion admit persons and organisations to membership as follows:

- (a) Individual persons of chinese origin aged 18 or over who live, work or study in the Area and support the objects of the Association, may be admitted as Full Members. Full Members shall be entitled to vote at all General Meetings of the Association.
- (b) Individual persons living or in the Area between the ages of 8 to 18 years of age, who support the objects of the Association, may be admitted as Junior Members. Junior Members shall not have voting rights except as provided as in Article 20, and shall not be counted as part of any quorum.
- (c) Individual persons who do not live or work in the Area, but who support the objects of the Association, but do not fulfil the criteria for other categories of membership, may be admitted as Associate Members. Associate Members shall not have any voting rights and shall not be counted as part of any quorum.

Provided that any such person has paid or has agreed to pay the annual subscription, if any.

Register of Members

- 5. The Association shall maintain a Register of Members in which shall be recorded the name and address of every member, and the dates on which they became a member and on which they ceased to be a member. Every member shall either sign a written consent to become a member or sign the Register of Members on becoming a member. A member shall notify the Secretary in writing within seven days of a change to their name or address.

Cessation of Membership

- 6. The rights and privileges of a member shall not be transferable nor transmissible, and all such rights and privileges shall cease upon the member ceasing to be such.
- 7. A member shall cease to be a member immediately that s/he:
 - (a) ceases to fulfil any of the qualifications for membership as specified by Article 4 or by the Management Committee from time to time; or
 - (b) resigns in writing to the Secretary; or
 - (c) dies; or
 - (d) is expelled by the Management Committee for conduct prejudicial to the Association, provided that any member so expelled shall have the right of appeal for reinstatement to a subsequent General Meeting, the decision of which shall be final.

General Meetings

- 8. The Association shall in each calendar year hold a General Meeting as its Annual General Meeting and shall specify the meeting as such in the notices calling it, provided that every Annual General Meeting except the first shall be held not more than fifteen months after the holding of the last preceding Annual General Meeting.

9. The first Annual General Meeting shall be held within eighteen months of incorporation.
10. The business of an Annual General Meeting shall comprise:
 - (a) the consideration of the Report and Accounts presented by the Management Committee;
 - (b) the election of Management Committee members;
 - (c) the appointment and the fixing of the remuneration of the Auditor or Auditors;
 - (d) the fixing of annual subscriptions, if any;
 - (e) such other business as may be specified in the notices calling the meeting.
11. All General Meetings, other than Annual General Meetings, shall be called Extraordinary General Meetings.
12. The Management Committee may whenever they think fit convene an Extraordinary General Meeting, or an Extraordinary General Meeting may be convened by ten per cent of the members of the Association, as provided by section 368 of the Act.
13. Decisions at General Meetings shall be made by passing resolutions:
 - (a) Decisions involving an alteration to the Memorandum or Articles of Association of the Association and other decisions so required from time to time by statute shall be made by a Special Resolution. A Special Resolution is here defined as one passed by a majority of not less than three-quarters of those members of the Association present and voting at a General Meeting.
 - (b) All other decisions shall be made by ordinary resolution requiring a simple majority.

Notices

14. An Annual General Meeting and an Extraordinary General meeting called to consider a Special Resolution shall be called by at least twenty-one clear days notice.
15. Notice of every General Meeting shall be given in writing to every member of the Association and to the auditors and to such other persons who are entitled to receive notice and shall be given personally or sent by post to each member at the address recorded in the Register of Members and to other persons at their Registered Office.
16. Notice of all meetings shall be given exclusive of the day on which it is effected and shall specify the exact time and place of the meeting. In the case of an Extraordinary General Meeting convened to consider a Special Resolution, such resolution shall be specified in the notices calling that meeting and in the case of all other General Meetings the general nature of the business to be raised thereat shall be specified.

17. Where notice is sent by post, notice shall be deemed to have been served by properly addressing, prepaying and posting the notice and to have been served at the expiration of forty-eight hours after the notice has been posted.
18. The accidental omission to give notice of a meeting to or non-receipt of notice of a meeting by any person entitled to receive notice shall not invalidate proceedings at that meeting.

Proceedings at General Meetings

19. Except as provided in Article 20, every member shall have one vote. Votes may only be given personally; proxy voting is permitted.
20. No person other than a Full Member duly registered, who shall have paid every subscription and other sum (if any) which shall be due and payable to the Association in respect of her/his membership, shall be entitled to vote on any question at any General Meeting. Junior Members may appoint a representative to speak and vote of their behalf at any General Meeting in such manner as the Management Committee may from time to time decide. The Person appointed as Junior Membership Representative shall have one vote. Associate Members shall not be entitled to vote.
21. No person shall debate or vote on any matter in which s/he is directly or indirectly interested, either financially or otherwise.
22. No business shall be transacted at a General Meeting unless a quorum of members is present. Until otherwise decided by a General Meeting, one fifth of the membership, or 100 members, whichever the lower, shall be a quorum.
23. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved. In any other case it shall stand adjourned until the same day in the next week at the same time and same place or otherwise as the Association may decide in General Meeting. The members present at a meeting so adjourned shall constitute a quorum.
24. At any General Meeting where the Chairperson is not present within twenty minutes of the time appointed for the meeting the members present shall choose one of their number to be Chairperson of that meeting, whose function shall be to conduct the business of the meeting in an orderly manner.
25. The Chairperson may with the consent of any meeting at which a quorum is present, and shall if so directed by the meeting, adjourn the meeting from time to time and from place and place, but no business shall be transacted at an adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. Where a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of the original meeting. Otherwise it shall not be necessary

to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

26. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a secret ballot is, before or on the declaration of the result of the show of hands, demanded by at least two members present in person.
Unless a secret ballot be so demanded, a declaration by the Chairperson that a resolution has on a show of hands been carried or lost and an entry to that effect in the book containing the minutes of the proceedings of the Association shall be conclusive evidence of the fact without proof of the number of proportions of the votes recorded in favour or against such resolutions. The demand for a secret ballot may be withdrawn.
27. If a secret ballot is duly demanded it shall be taken in such a manner as the Chairperson directs, provided that each member shall have only one vote, and the result of the ballot shall be deemed to be the resolution of the meeting at which the ballot was demanded.
28. The demand for a secret ballot shall not prevent the continuance of a meeting for the transaction of any other business than the question upon which a ballot has been demanded.
29. In the case of an equality of votes, whether on a show of hands or on a ballot, the Chairperson shall not have a second or casting vote and the resolution shall be deemed to be lost.
30. Subject to the provisions of the Act a resolution in writing signed by all the members for the time being shall be valid and effective as if the same had been passed at a General Meeting duly convened and held and may consist of several identical documents each signed by one or more members.
31. The Association may at its discretion invite other persons to attend its meetings, with or without speaking rights, and without voting rights.

Management Committee

32. The initial Management Committee of the Association from incorporation until the first Annual General Meeting shall be appointed by the Subscribers of the Memorandum of Association.
33. At the first and every subsequent Annual General Meeting, the Association shall have a Management Committee comprising not less than five full members or more than nine full members of whom two must be female members.
34. In addition to the members of the Management Committee elected at the Annual General Meeting, the Management Committee may at any time co-opt up to two persons to serve on the Management Committee, who need not be members of the Association but are considered able to make a contribution to its activities.

35. Under no circumstances shall any employee of the Association or any person aged less than eighteen years be a member of the Management Committee.
36. A Management Committee member shall, subject to Article 40 below, hold office for no more than 30 months following his/her election. After which, he/she shall be eligible for re-election.
37. A Management Committee member shall not vote in respect of any contract in which s/he is directly or indirectly interested or any matter arising therefrom.
38. Management Committee members may be paid all reasonable out-of-pocket expenses incurred by them in attending and returning from meetings of the Management Committee or General Meetings of the Association or in connection with the business of the Association.
39. Any Management Committee member, being a solicitor or other person engaged in any profession, shall be entitled to charge and be paid all usual professional or other charges for work done on behalf of the Association by her/him or her/his firm when so instructed by the Management Committee; provided that nothing contained herein shall authorise a Management Committee member or his/her firm to act as Auditor to the Association.
40. The office of Management Committee member shall be immediately vacated if s/he:
 - (a) resigns her/his office in writing to the Association; or
 - (b) ceases to be a member of the Association; or
 - (c) fails to declare her/his interest in any contract as referred to in Article 37; or
 - (d) is absent from three successive meetings of the Management Committee during a continuous period of twelve months without special leave of absence from the Management Committee and they pass a resolution that s/he has by reason of such absence vacated office, provided that any member to be so expelled shall be first given the opportunity to make representation to the Management Committee; or
 - (e) becomes bankrupt or, in the opinion of the Management Committee, becomes unable on medical grounds to fulfil the role of Management Committee member; or
 - (f) is removed from office by resolution of the Association in General Meeting in accordance with Section 303 of the Act.

Powers and Duties of the Management Committee

41. The business of the Association shall be managed by the Management Committee who may pay all expenses of the formation of the Association as they think fit and may exercise all such powers of the Association as may be exercised and done by the Association and as are not by statute or by these Articles required to be exercised or done by the Association in General Meeting.

42. No regulation made by the Association in General Meeting shall invalidate any prior act of the Management Committee which would have been valid had that regulation not been made.
43. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Association shall be signed, drawn, accepted, endorsed, or otherwise executed in such manner as the Management Committee shall from time to time decide, provided that all instruments of expenditure above a certain limit specified from time to time by the Management Committee must be signed by at least two Management Committee members.
44. Without prior prejudice to its general powers, the Management Committee may exercise all the powers of the Association to borrow money and to mortgage or charge its undertaking and property or any part of it and to issue debentures and other securities whether outright or as security for any debt, liability or obligation of the Association or of any third party subject to such consents as may be required by law.

Proceedings of the Management Committee

45. At their first meeting following the Annual General Meeting, the Management Committee shall elect from their number a Chairperson, and such other honorary officers of the Association as they think fit provided that not less than three officers are from the category of Community Members, and any officers appointed by the Management Committee may be removed by them.
46. Members of the Management Committee shall meet together for the despatch of business and may adjourn and otherwise regulate their meetings as they think fit. Questions arising at meetings shall be decided by a majority of votes.
47. In the case of an equality of votes, the Chairperson of the meeting shall not have a second or casting vote and the resolution shall be deemed to be lost.
48. A Management Committee member may, and the Secretary on the requisition of a Management Committee member shall summon a meeting of the Management Committee. It shall not be necessary to give notice of a meeting of the Management Committee to any of its members for the time being absent from the United Kingdom.
49. The quorum necessary for the transaction of the business of the Management Committee shall be three or one half of the members, whichever is the greater, and no meeting shall be quorate unless a majority of those present are elected members of the Management Committee.
50. The Management Committee may act notwithstanding any vacancy in their body, but, if and so long as their number is less than the minimum prescribed in these Articles, the Management Committee may act for the purposes of increasing the number of

Management Committee members to that number, or of summoning a General Meeting of the Association, but for no other purpose.

51. At any Management Committee meeting where the Chairperson is not present within twenty minutes of the time appointed for the meeting, the Management Committee members present shall choose one of their number to be Chairperson of the meeting, whose function shall be to conduct the business of the meeting in an orderly manner.
52. The Management Committee shall cause accurate records to be made, in books provided for that purpose, of:
 - (a) the names and addresses of all members;
 - (b) the name and date of appointment of all persons appointed to office;
 - (c) the names of the Management Committee members, officers, members and other persons present at all General, Management Committee and Sub-Committee meetings of the Association;
 - (d) minutes of all proceedings and resolutions at all General, Management Committee and Sub-Committee meetings of the Association;
 - (e) all applications of the Seal to any document.All such records and minutes shall be open to inspection during normal working hours by any member of the Association and by any person authorised by the Association in General Meeting.
53. The Management Committee may delegate any of their powers to Sub-Committees consisting of such members of their body and/or the Association as they think fit; any Sub-Committee so formed shall be made up in such a way that members of the Management Committee shall be in the majority, and shall in the exercise of the powers so delegated conform to any regulations imposed on it by the Management Committee which regulations shall always include provision for regular and prompt reports to the Management Committee.
54. All acts done by any meeting of the Management Committee or by any person acting as a member of the Management Committee shall, notwithstanding that it was afterwards discovered that there was some defect in the appointment of any such Management Committee member or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Management Committee member.
55. A resolution in writing, signed by all the Management Committee members who for the time being are entitled to vote, shall be valid and effective as if it had been passed at a meeting of the Management Committee, and may consist of several identical documents signed by one or more Management Committee members.
56. The Management Committee may at its discretion invite other persons to attend its meetings, with or without speaking rights, and without voting rights.

Secretary

57. The Management Committee shall appoint a Secretary of the Association for such term at such remuneration and upon such conditions as they think fit; and any Secretary so appointed may be removed by them. No remuneration may be paid to a Secretary who is also a member of the Management Committee.
58. Where the Act or these Articles requires something to be done by or to both a Management Committee member and the Secretary, it shall not be satisfied by its being done by or to the same person acting in both capacities.

The Seal

59. The Management Committee shall provide for the safe custody of the Seal which shall only be used by the authority of the Management Committee and every instrument to which the Seal shall be applied shall be signed by a Management Committee member and shall be countersigned by the Secretary or by a second Management Committee member. Every such application of the Seal shall be minuted.

Accounts

60. The Management Committee shall cause proper accounting records to be kept in accordance with the law for the time being in force with respect to:
- (a) all sums of money received and expended by the Association and the matters in which the receipt and expenditure takes place;
 - (b) all sales and purchases of goods by the Association;
 - (c) the assets and liabilities of the Association.

Proper accounts shall be deemed to be kept if they give a true and fair record of the state of the Association's affairs and explain its transactions.

61. The accounts shall be kept at the Registered Office of the Association or, subject to section 222 of the Act, at such other place or places as the Management Committee thinks fit, and shall always be open to the inspection of all members and officers and by other persons authorised by the Association in General Meeting.
62. The Management Committee shall from time to time, in accordance with sections 227 and 241 of the Act, cause to be prepared and to be laid before the Association in General Meeting such income and expenditure accounts, balance sheets, and any reports referred to in those sections.
63. A copy of every balance sheet (including every document required by law to be annexed thereto) which is laid before the Association in General Meeting, together with a copy of the Auditor's report and Management Committee's report shall not less than twenty-one days before the date of the meeting, subject nevertheless to the provisions of section 240(4) of the Act, be sent to every member of and every holder of debentures of the Association; provided that this regulation shall not require a copy of those documents to be sent to any person of whose address the Association is not aware or to

more than one of the joint holders of any debentures. The Auditor's report shall be open to inspection and shall be read before the meeting.

Audit

64. Once at least in every year the accounts of the Association shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified Auditor or Auditors.
65. Auditors shall be appointed and their duties regulated in accordance with sections 237 and 384 of the Act.

Application of Surplus

66. Clause 6 of the Memorandum of Association relating to the not-for-profit nature of the Association shall have effect as if its provisions were repeated in these Articles. Any surplus of the Association shall be applied solely to creating a general reserve for the continuation and development of the Association.

Indemnity

67. Subject to section 310 of the Act, in the execution of the objects of the Association no member of the Management Committee or the Secretary or other officer of the Association shall be liable for any loss to the property of the Association arising by reason of any improper investment made in good faith (so long as s/he shall have sought professional advice before making such investment) or for the negligence or fraud of any agent employed by them in good faith (provided reasonable supervision shall have been exercised) although the employment of such agent was strictly not necessary by reason of any mistake or omission made in good faith by any of the above persons or by reason of any other matter or thing other than wilful and individual fraud, wrongdoing or wrongful omission on the part of the person(s) in question.

Dissolution

68. Clause 8 of the Memorandum of Association relating to the winding up and dissolution of the Association shall have effect as if its provisions were repeated in these Articles.

- HRB/ICOM 1990 -

Item 36 – the amendment was discussed and passed at the AGM on 30 November 2003

The Companies Act 1985

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

**Memorandum of Association of
ISLINGTON CHINESE ASSOCIATION**

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1. The name of the company (referred to as "the Association") Islington Chinese Association.
2. The Registered Office of the Association will be situated in England and Wales.
3. The objects of the Association shall be to pursue any charitable object calculated to benefit the community, and in particular members of the Chinese community, within the Borough of Islington ("the Area"), and in particular but without prejudice to the generality of the foregoing:
 - (a) To advance education amongst the said community in the Area through the provision and promotion of facilities for education and training;
 - (b) To relieve poverty and distress arising therefrom amongst the said community in the Area through the provision of advisory services;
 - (c) To advance the education of the public in chinese history, tradition, science, medicine, custom, arts and way of life;
 - (d) To promote racial harmony in the Area.
4. In furtherance of the above but not otherwise, the Association shall have the following powers:
 - (a) To take over the assets and activities of the unincorporated association known as Islington Chinese Association.
 - (b) To secure the support of statutory and voluntary organisations in achieving the above objects;
 - (c) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Association may think necessary for the promotion of its objects, and to construct, maintain and alter any buildings or erections which the Association may think necessary for the promotion of its objects;
 - (d) To purchase or otherwise acquire or found and to carry on schools and training courses, and to run lectures, seminars, conferences and courses, and to publish books, pamphlets, reports, leaflets, journals, films and instructional matter;
 - (e) To receive donations, endowments, sponsorship fees, subscriptions and legacies from persons who wish to promote the objects of the Association or any of them and to hold funds in trust for same;

- (f) Subject to such consents, if any, as may be required by law, to borrow or raise money for the Association on such terms and on such security as may be thought fit;
- (g) To establish and support or aid in the establishment and support or to amalgamate with any other charitable institutions or associations and to subscribe or guarantee money for charitable purposes in any way connected with the purposes of the Association or calculated to further its objects;
- (h) To undertake and execute any charitable trusts which may be lawfully undertaken by the Association and may be necessary to its objects;
- (i) To invest the monies of the Association not immediately required for its own purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as for the time being may be imposed or required by law and subject also to the provisions of this Memorandum of Association;
- (j) To sell, improve, develop, exchange, let on rent, royalty or otherwise, and in any manner deal with or dispose of all or any of the property and assets for the time being of the Association subject to the provisions of this Memorandum of Association;
- (k) To engage or employ such personnel (whether as employees, consultants, advisers or however) as may be considered necessary for the promotion of the objects of the Association; provided that no member of the Association's Management Committee shall be employed by the Association;
- (l) To insure and arrange insurance cover for and to indemnify its officers, staff, voluntary workers and members from and against all such risks incurred in the course of their duties to the full volume of the property;
- (m) to open and operate bank accounts and other facilities for banking in the name of the Association;
- (n) To bring together in conference representatives of voluntary organisations, Government departments, statutory authorities and individuals;
- (o) To do all such other lawful things as may be necessary for the attainment of the above objects or any of them;

PROVIDED THAT:

- (1) In case the Association shall take or hold any property which may be subject to any trusts, the Association shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts;
- (2) In case the Association shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Association shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property that may come into their hands the Board of Directors of the Association (referred to as the "Management Committee") shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as such Management Committee of the Association would have been if no incorporation had been effected, and the incorporation of the Association shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over such Management Committee but they shall, as regards such

- property, be subject jointly and separately to such control and authority as if the Association were not incorporated;
- (3) The objects of the Association shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers;
 - (4) In carrying out its objects the Association shall promote equality of opportunity and shall oppose discrimination on the grounds of race, age, gender, religion, culture or disability.
5. The income and property of the Association from whatsoever source derived shall be applied solely towards the promotion of its objects set forth in this Memorandum of Association, and no portion shall be transferred directly or indirectly by way of dividend, bonus, or otherwise whatsoever, by way of profit to the members of the Association. PROVIDED THAT nothing herein shall prevent any payment in good faith by the Association:
- (a) Of reasonable and proper remuneration to any member, officer or servant of the Association (not being a member of its Management Committee) for any services rendered to the Association;
 - (b) Of interest on money lent by any member of the Association (or of its Management Committee) at a rate per annum not exceeding 2 per cent less than the base lending rate for the time being prescribed by the Association's bankers or 3 per cent whichever shall be the greater;
 - (c) Of reasonable and proper rent for premises demised or let by any member of the Association (or of its Management Committee);
 - (d) Of fees, remuneration or other benefits in money or money's worth to a company of which a member of the Management Committee may be a member holding not more than 1/100th part of the capital of the company; and
 - (e) To any member of the Management Committee in respect of reasonable out-of-pocket expenses.
6. The liability of the members is limited.
7. Every member of the Association undertakes to contribute to the assets of the Association in the event of the same being wound up during the time s/he is a member, or within one year afterwards, for the payments of the debts and liabilities of the Association contracted before the time at which s/he ceases to be a member and of the costs, charges and expenses of winding up the same, and for the adjustments of the rights of the contributors among themselves such amount as may be required not exceeding £1.00.
8. In the event of the winding up or dissolution of the Association, after the satisfaction of all its debts and liabilities, the assets remaining shall not be distributed amongst the members of the Association, but shall be transferred in the furtherance of its objects to some other charitable institution or institutions having objects similar to or compatible with any of the objects of the Associations, and prohibiting the distribution of its or their income and property amongst its or their members to an extent at least as great as is imposed on the Association under or by virtue of Clause 5 above, as may be determined

by the Management Committee at or before the time of dissolution, and if and so far as effect cannot be given to such provisions then to some other charitable object.

9. No such addition, alteration or amendment shall be made to or in the provisions of the Memorandum or Articles of Association for the time being in force as shall cause the Association to cease to be a charity in law or as shall cause the Association to be a company to which section 30 of the Companies Act 1985 does not apply.

- HRB/ICOM 1990 -