

## Re: Harlesden Neighbourhood Forum redesignation

Please find enclosed an application to you as local planning authorities for redesignation of the Harlesden neighbourhood area and Forum.

This application includes:

1. The name of the proposed neighbourhood forum (**Appendix 1**)
2. A copy of the written Constitution of the proposed neighbourhood forum (**Appendix 2**)
3. Neighbourhood Areas
  - a) The name of the neighbourhood area to which the application relates and a map which identifies the area (this can be found in **Appendix 3**)
  - b) A description of the consultative process undertaken to identify the neighbourhood area boundary
  - c) A statement explaining why this area is considered appropriate to be designated.
4. The contact details of at least one member of the proposed neighbourhood forum (which will be made public)
5. A statement that we are a relevant body for the purposes of S61G of the 1990 Act, demonstrating that:
  - a) the aim of the Neighbourhood Forum is to improve and promote the social, economic, and environmental well-being of the defined neighbourhood area
  - b) the purpose of the Neighbourhood Forum is in keeping with the character of the neighbourhood area
  - c) the membership of the Neighbourhood Forum is open to those who live in, work in or are elected members for the defined neighbourhood area.
6. A list of members (**Appendix 4**) showing that the Neighbourhood Forum has a minimum of 21 individual members who
  - live in the neighbourhood area
  - work in the area
  - are elected members for that area\*
  - are from different places in the area
  - are from different sections of the community in that area, and inclusive in terms of age, disability, gender, race, religion, sex and sexual orientation.

The named contact to be listed on consultation documents is:  
Ilaria Esposito – Coordinator of Harlesden Neighbourhood Forum  
Unit 2, Ajax House  
16a St Thomas's Road  
London NW10 4AJ  
Telephone: 07518058060  
Email: [info@harlesdenneighbourhoodforum.com](mailto:info@harlesdenneighbourhoodforum.com)

Do get in contact if you require anything else at this stage. I look forward to hearing from you.

Yours sincerely,

**Madeleine Jennings**

Chair of Harlesden Neighbourhood Forum

### **3.b Description of the consultative process undertaken to identify a Neighbourhood Area boundary**

The Harlesden neighbourhood plan area (or Neighbourhood Forum boundary) is part of suburban London based on Harlesden town centre with its residential hinterland as shown below. The area is almost wholly within the London Borough of Brent, but small parts are also in the boroughs of Ealing and Hammersmith & Fulham. The local planning authority for most of the area is Brent Council. However, a small part of the area to the south is the responsibility of the Old Oak and Park Royal Development Corporation (OPDC), this includes Willesden Junction Station. This area boundaries were adopted within the Neighbourhood Plan in May 2019.

Consultation with the community to establish the Harlesden Neighbourhood Forum (HNF) boundaries has been extensive during the neighbourhood plan development and consultation between 2015 and 2019, and every effort has been made to contact all residents, businesses and community groups in the area. Detailed information about the consultative process undertaken initially to identify the neighbourhood area boundary can be consulted in [HNF Statement of Consultation NP 2018 - 2033](#) also available on our website.

The Harlesden Neighbourhood Plan has been a milestone for locals and for positive future development in Harlesden. We have spoken to the community and local stakeholders about their views and created a full document detailing our policies and aspirations for: housing, local economy, community facilities, transport and access, environment and open space, community infrastructure projects, local assets, and buildings and sites with development potential.

Our Neighbourhood Plan gained the consent of local people in the official vote. **1,274** voted in the **Neighbourhood Plan referendum on 30<sup>th</sup> May 2019**, with approximately 90% endorsing the plan. It has subsequently been adopted as a statutory planning policy document to guide development in the local area and formally give Harlesden access to more funding and opportunities for community-focused schemes.

Since the Neighbourhood Plan was adopted, HNF carried 2 additional consultations:

- **COVID -19 and Social Distancing Survey** – during the early stages of the Coronavirus pandemic.
- **Harlesden Neighbourhood Forum CIO Community Involvement consultation 2020** – to inform members and residents that were not included in the previous consultation about the Forum, its work and the process of redesignation. Consultation included the following actions:
  - An online survey
  - Put posters in library and town noticeboards
  - Talking to residents during clean up events
  - Distributing flyers to businesses and organisations
  - Using social media and website to let them know about the existence and redesignation of HNF

# NOW WE ARE



**The Harlesden Neighbourhood Forum is five years old.**

By law we have to re-register with our local authorities for the next five years. To begin, we are informally consulting our members plus other Harlesden residents and businesses before the formal consultation by Brent Council starts later in the autumn.

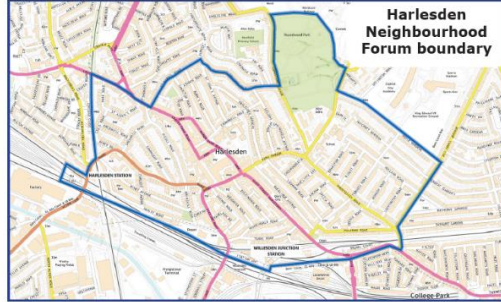
Since 2015 we have written a comprehensive **Neighbourhood Plan** for Harlesden. You can find out all about it, the consultation and future ideas for the Harlesden community on our website.

And if you're not a member yet (it's free) you can join at the website too.

HarlesdenNeighbourhoodForum.com



## Harlesden Neighbourhood Forum



To be a member of Harlesden Neighbourhood Forum you must live or have a business in the area shown on the map. Residents outside the area can still become Associate Members with all member benefits except they cannot vote in meeting or elections.

The Harlesden Neighbourhood Forum was designated in November 2015 by the London Borough of Brent and the Old Oak and Park Royal Development Corporation.

The **Harlesden Neighbourhood Plan 2019-2034** was approved through a local referendum in May 2019.

Join today at [HarlesdenNeighbourhoodForum.com](http://HarlesdenNeighbourhoodForum.com)



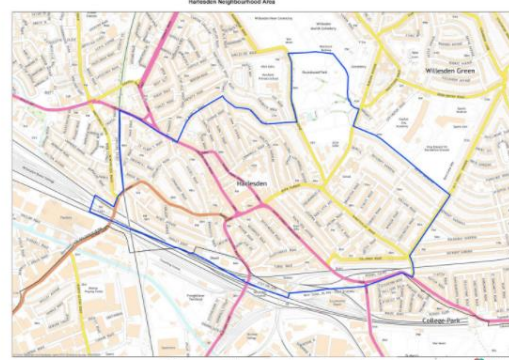
Harlesden Neighbourhood Forum CIO consultation 2020

Questions Responses 20

### Neighbourhood Area

The Harlesden Neighbourhood Plan Area (or Neighbourhood Forum boundary) is part of suburban London based on Harlesden town centre with its residential hinterland as shown below. The Area is almost wholly within the London Borough of Brent but small parts are also in the boroughs of Ealing and Hammersmith & Fulham. The local planning authority for most of the Area is Brent Council, although a small part of the Area to the south is the responsibility of the Old Oak and Park Royal Development Corporation (OPDC), this includes Willesden Junction Station. This area boundaries were adopted within the Neighbourhood Plan in May 2019.

Harlesden Neighbourhood Area



Please tell us your thoughts on the proposed boundary of the Forum area (see map above)

The online survey was open to members and non-members. We used social media channels to reach out to those who may be less familiar with the Forum. For example, we approached the Facebook group 'Harlesden Mums & Dads'.

17 out of 20 respondents gave an opinion on the current boundaries. 14 think this boundary is a good representation of what should be considered "Harlesden". 3 respondents out of 17 had different ideas concerning the boundaries:

1. A respondent said that HNF boundary should match the boundary for the new council wards. Because the area was split between Harlesden and Kensal Green, for long-time things have become unclear. It leads to the complicated situation where a resident may experience something in their area, speak to the HNF about it, who then have to speak to a councillor from a different ward about it - with each of these groups being aligned with different areas.
2. A respondent felt that it would be good to include part of the canal.
3. A respondent said that both sides of St Mary's Road should be included.

Furthermore, we had interest expressed by some residents to expand the area further around the remainder of Roundwood Road, the stretch of Church Road that joins Craven Park and the grid of roads between them.

Some residents live in a part of the area that was assigned once to the Unity Neighbourhood Forum area, but who feel that they should be in the Harlesden neighbourhood area. To accommodate these interested residents and other potential stakeholders, the Harlesden Neighbourhood Forum has an associate membership category for those who wish to take part.

Given the continued interest from residents in HNF expanding its boundaries in that particular area, the Forum has included the discussion in its AGM agenda on 21<sup>st</sup> October 2020.

### **3.c Statement explaining why this area is considered appropriate to be designated**

The area above has been carefully chosen to accommodate the requirements of the neighbourhood planning regulations and provision of the Localism Act 2011.

Before initial designation in 2015, the intention was to test the appetite for and suitability of neighbourhood planning with residents, councillors, businesses and other organisations before agreeing to a neighbourhood area and becoming designated. HNF subsequently successfully applied for a grant to take forward the process of developing a neighbourhood plan after identifying through its work that there was potential for addressing both needs and opportunities in the area through the neighbourhood planning process.

This paragraph describes the consultative process and the efforts that have been made by the HNF that took forward this process to ensure that it was inclusive of all local interests and that the Neighbourhood Area boundary addressed all the current and potential future change and development in the area.

The Harlesden neighbourhood plan area (or Neighbourhood Forum boundary) is part of suburban London based on Harlesden town centre with its residential hinterland as shown below. The area is almost wholly within the London Borough of Brent, but small parts are also in the boroughs of Ealing and Hammersmith & Fulham. The local planning authority for most of the area is Brent Council. However, a small part of the area to the south is the responsibility of the Old Oak and Park Royal Development Corporation (OPDC), this includes Willesden Junction Station.

The currently designated neighbourhood area shares part of its boundary with the area formerly designated as the Unity Neighbourhood Area. This is because borough and electoral ward boundaries take little account of the considerable severance effects of the railway lines and stations to the south of Harlesden and the views of local residents and businesses about where they feel their neighbourhood extends in terms of their use of local facilities and their social and civic networks.

The principal boundaries of the neighbourhood area to which this designation application relates are as follows:

#### **East**

Junction of Harrow Road north up Wrotesley Road to the junction with All Souls Avenue. Up All Souls Avenue to Doyle Gardens.

#### **North**

Westward along with Doyle Gardens to the junction with Harlesden Road, then north to the junction with Robson Avenue. Then along the northern boundary of Roundwood Park to Roundwood Road. South on Roundwood Road to the junction with Drayton Road, along Drayton Road via St John's Avenue to St. Mary's Road. South down St. Mary's Road to Craven Park Road. West along Craven Park Road/Craven Park to the railway bridge before Craven Road.

#### **West**

South down the freight line to Acton Lane. South down Acton lane to just before Harlesden Station. West to the end of Greenwood Terrace. South across the tracks at the end of Harlesden Station.

#### **South**

East along the southern boundary of the tracks to join up with and then follow the Brent borough boundary until the north side of the West Coast Main Line (WCML) tracks. Continue east along the north side of the WCML tracks until the east side of Willesden Junction station. East/northeast along the Brent boundary to the junction of Harrow Road and Wrotesley Road.

The length of the boundary is 5728m.

This area, based on the consultative process that has been undertaken, defines what most people in the area recognise as the neighbourhood of Harlesden. It includes its main commercial areas with the highest footfall (for example Station Road and the High Street), sites of most significant development potential and the main residential areas and streets of Harlesden.

The area also incorporates vital social and community infrastructure including open spaces, schools, health services, community centres and places of worship. It also reflects the remit and operations of many well-established neighbourhood groups and structures, including local tenant and residents' associations, churches, town management organisations and civic groups.

Members treat the neighbourhood as defined above as a 'natural neighbourhood' and have an aspiration to develop and improve the neighbourhood for the benefit of businesses and residents.

Willesden Junction and Harlesden Station in their entirety are included since for many people who visit, live and work in the Neighbourhood Area they are the key transport nodes within it. Also, Willesden Junction is to be the focus of considerable development.

The remainder of Roundwood Road, the stretch of Church Rd that joins Craven Park and the grid of roads between them are not included at the moment. Still, there is the possibility of exploring the inclusion of this area considering a medium - long term plan (3-5 years) from October 2020 onwards.

**4.The contact details of at least one member of the proposed neighbourhood forum (which will be made public)**

The named contact to be listed on consultation documents are:

- Ilaria Esposito – Coordinator of Harlesden Neighbourhood Forum  
Unit 2, Ajax House  
16a St Thomas's Road  
London NW10 4AJ

Telephone: 07518 058060

Email: [info@harlesdenneighbourhoodforum.com](mailto:info@harlesdenneighbourhoodforum.com)

- Madeleine Jennings- Chair of Harlesden Neighbourhood Forum

Telephone: 07803 494802

Email: [maddiejennings@googlemail.com](mailto:maddiejennings@googlemail.com)

## 5. Statement of Relevant body

Harlesden Neighbourhood Forum meets the following conditions: 61F 1990 Act (5) b - Localism Act 2011

- It is established to promote or improve the social, economic and environmental well-being of the neighbourhood area
- It has 220 individual members (data registered on 30/09/2020)
- Membership is open to people who live, work, carry out business or are elected members in the area
- It has 336 mailing list subscribers
- It has 76 community and stakeholder members.

Harlesden Neighbourhood Forum (HNF) is a neighbourhood planning form established under the Localism Act 2011 and a Charitable Incorporated Organisation (registered in England - Charity Registration No. 1188490). HNF has the following objectives:

- The prevention or relief of poverty in Harlesden.
- To develop the capacity and skills of the members of the socially and economically disadvantaged community of Harlesden in such a way that they are better able to identify, and help meet, their needs and to participate more fully in society;
- The provision of housing for those who are in conditions of need and the improvement of housing (provided that such power shall not extend to relieving any local authorities or other bodies of a statutory duty to provide or improve housing);
- To promote for the benefit of the inhabitants of the area of benefit the provision of facilities and activities in the interest of social welfare for recreation and leisure time occupation with the object of improving their conditions of life.
- To promote high standards of planning or architecture in or affecting the area of benefit.
- To secure the preservation, protection, development, and improvement of features of historic or public interest and public amenities in the area of benefit.

### Engagement of children and young people

One of the past examples is the **Colourful Wayfinding project 2019**, which involved children and young people and local schools in taking part in the design competition about their views of Harlesden. Several designs were submitted, and 8 were chosen to be printed on a total of 30 banners welcoming, leading and saying good-bye to people passing by the town centre. More information can be found [here](#).



The Neighbourhood Forum is promoting and is committed to improving the social well-being of the neighbourhood area by ensuring that it is fully considered during every stage of the implementation of the Neighbourhood Plan and that any proposals that arise from the plan consider the impact on local residents' social well-being and aim to improve it. Despite the current pandemic, the Forum will achieve this by identifying social, economic and environmental priorities for local people through extensive consultation and engagement.



## A recent example of community engagement: COVID -19 and social distancing consultation

Harlesden is a densely populated, relatively deprived area with a substantial BAME population, making it particularly vulnerable to COVID-19. The Office for National Statistics reports that Church End leads London for deaths with 36 fatalities, with some other neighbouring areas also relatively high, including Stonebridge with 26 and Harlesden with 19 to 31<sup>st</sup> May 2020.

Brent Council introduced measures across the borough to make it easier to maintain social distancing. Between 11<sup>th</sup> June and 4<sup>th</sup> July 2020, HNF carried out a survey using targeted convenience sampling to gauge opinions on the impact and effectiveness of social distancing. We sought the views of and suggestions about these measures from everyone who comes to Harlesden, including residents, local workers, and people with children in local schools. Where people were able to identify problems, they were asked to explain the location, if the problem occurred at particular times of the day, and any remedies that they could think of.

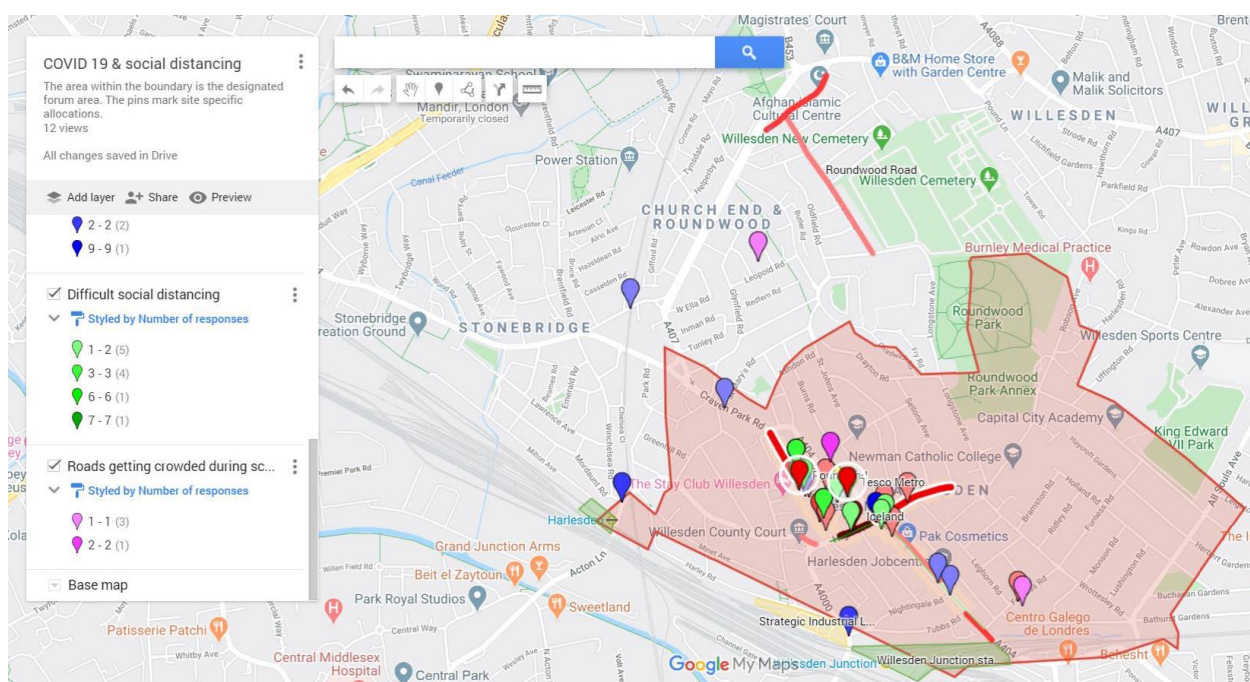
The survey was sent via the HNF newsletter and social media channels and had 53 responses registered on 4<sup>th</sup> July 2020.

All problems identified and remedies proposed were included in a report submitted to Brent Council and relevant departments. More than two-thirds of the respondents wanted to report issues about social distancing, with a third indicating ASBS and crime and open spaces as the primary concern. Respondents mainly concentrated on issues such as overcrowded pavements and difficult social distancing.

The following key themes came out of the responses:

- Concerns about bus stops
- Concerns about crossings
- Concern about the way shops apply or can maintain social distance guidelines
- Concern about large groups of people gathering or shops trading on pavements
- Concern about cars parking on pavements
- Concern about narrow multi-unit shops and pavements

Then we asked the respondents to give us more details which are visible here or more in detail following the link on [Google Maps](#).



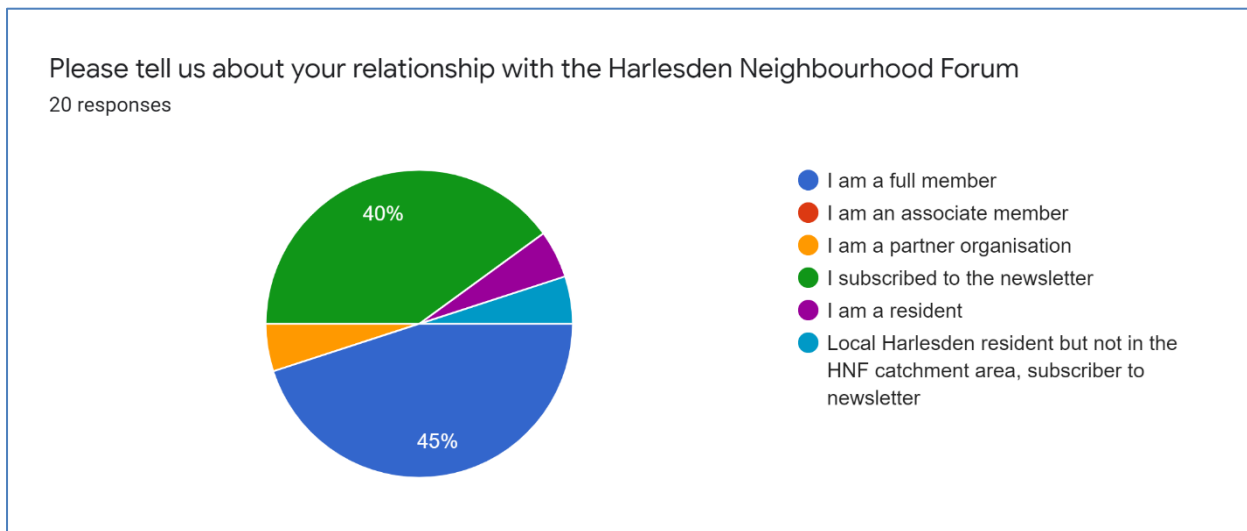
The Forum knows the struggle and difficulties created by the Coronavirus Pandemic as also highlighted in the COVID 19 and social distancing consultation, and is looking forward to helping the community to bounce back thanks to ad hoc events in different green spaces, support from Veolia and partnerships with local organisations. The Forum is seeking to improve Harlesden's environmental well-being by identifying areas for improvement and protection and by aiming to improve the sustainability and environmental quality of public spaces. The Forum is working with local partners to ensure that the Neighbourhood Plan area meets or exceeds environmental standards.

**Between July and September 2020, the Forum launched the Harlesden Neighbourhood Forum CIO Community Involvement consultation 2020** – to inform members and residents that were not included in the previous consultation about the Forum, its work, and the process of redesignation.

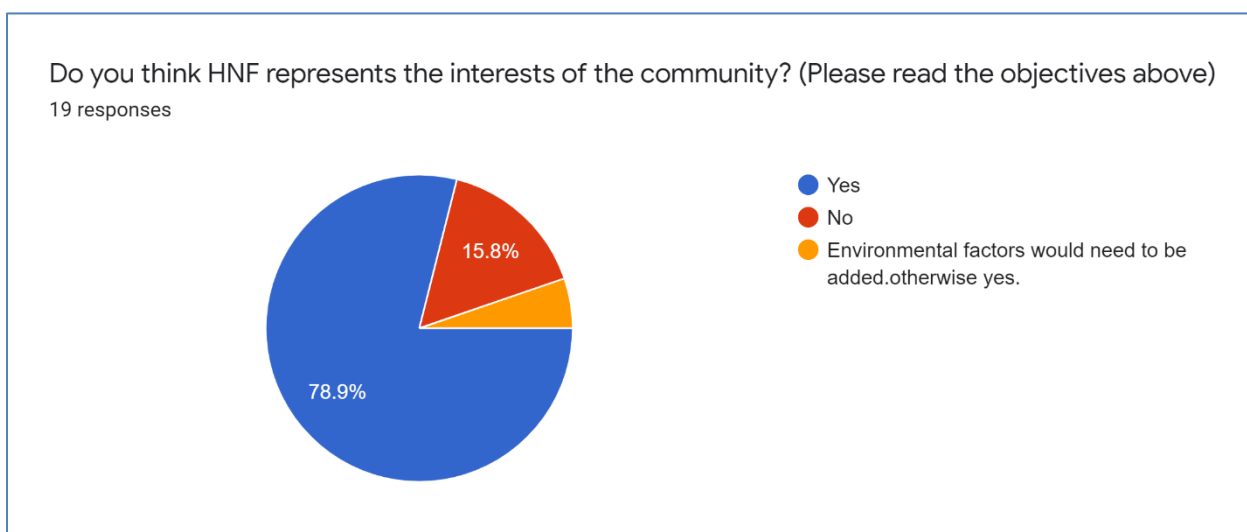
As a result of the online consultation, we approached people that did not know about the Forum before, and that became members later eventually. (figure 1)

We also captured the perception of the HNF to understand how we can do better. (figure 2)

**Figure 1**



**Figure 2**



The respondent thought that it is essential to be part of the HNF for the following reasons:

- To have my voice heard and help develop a firm plan for the future of Harlesden
- To improve the place where I live

- To increase partnership work
- I am interested in the past, present and future of Harlesden and our communities.
- To support the Forum and the residents and businesses of Harlesden to improve the neighbourhood and improve opportunities for all - jobs, housing, transport, health,
- To ensure Harlesden benefits from local development and historical and recent heritage and cultures are celebrated
- To help positive change in the area
- Local Involvement and improvement
- To observe the implementation of the Neighbourhood Plan as voted for in 2019
- I take a keen interest in bettering the area for all of us to enjoy
- Because Harlesden has the potential to be as pleasant as anywhere in London but needs more love, encouragement, support, and grassroots activism, it also needs governmental support to bring talent into this dense and chaotic urban area.
- To be informed and support local planning initiatives.

Respondents also thought that more people should join for the same reasons, and 85% of them would like to be involved in the implementation of the Neighbourhood Plan.

The Forum's ambition is also that the process of implementing a Neighbourhood Plan will, even more, bring local people together including children and young people views, improving community cohesion, fostering civic pride and strengthening local networks.

### **Cooperation with OPDC and updates on the Harlesden and Grand Union Canal**

The Forum is taking part in all the consultations happening around the Grand Union and Harlesden canal regeneration involving members into the conversation and residents to join the Forum to have a voice in this regard. HNF also had a meeting with Roz Henville Joint Head of Communications and Engagement (OPDC) about HNF vision concerning such development.

### **The Great British September Clean Up 2020**

The Harlesden Neighbourhood Forum (HNF) is joining forces with residents around the Bramshill open space to improve the park for all ages and to create a haven for wildlife. The Forum has joined Renette Cronje, who is spearheading the project on the ground. The Forum will deliver activities for the community between October 2020 and the new year to increase interest in conservation and natural heritage. HNF applied for a September Clean Up pack; we engaged residents and families around Minet Avenue and Harley Road on 12<sup>th</sup> September. The Forum is investing in a more comprehensive clean streets project hopefully in partnership with Veolia.



The Forum is seeking to promote and improve economic well-being in Harlesden by developing policies in partnership with local businesses, employers and training and skills agencies. The Forum will be particularly keen to ensure that the economic benefits

arising from the regeneration at Old Oak also flow to the Harlesden community through ongoing liaison with the OPDC, developers, etc., and by promoting improved pedestrian and public transport links. The Forum provides a platform for networking and collaboration between local businesses.

### **Partnership with Veolia**

As part of its clean air and environment strategy, the HNF has partnered with Veolia to work on the following matters.

Supporting the #BuildBackBetter agenda, HNF had a meeting with Veolia's Brent Coordinator James Mason to work on proposals that set out to revive the vital community groups, services and spaces that have suffered in recent months. HNF will implement projects that connect people and communities and encourage people to reduce their environmental footprint, by the use of recycled, reused or reclaimed materials, the promotion of protection and preservation of resources, the enhancement of local environments

HNF is determined to help the community to bounce back from the pandemic, taking one step at the time. On 7<sup>th</sup> October 2020, we started a series of rounds to help Veolia to collect textiles in Harlesden. With our support, Veolia's team were able to collect 220Kg of textiles just covering 3 roads in Harlesden. Other actions will include educational and informative resources for residents in different languages.

APPENDIX 1

Name of the Proposed Neighbourhood Forum



**HARLESDEN**  
**NEIGHBOURHOOD**  
**FORUM**  
shaping . planning . living

## APPENDIX 2

### A copy of the written Constitution of the proposed neighbourhood forum.

Harlesden Neighbourhood Forum registered as CIO on 11<sup>th</sup> March 2020. The following is the Forum adopted Constitution at its meeting on 11th June 2019.

#### CHARITABLE INCORPORATED ORGANISATION

#### CONSTITUTION

of

#### HARLESDEN NEIGHBOURHOOD FORUM

Date of Constitution (last amended):

11 June 2019

#### 1. Name

1.1 The name of the Charitable Incorporated Organisation ("the CIO") is Harlesden Neighbourhood Forum.

#### 2. National location of principal office

2.1 The CIO must have a principal office in England or Wales. The principal office of the CIO is in England.

#### 3. Objects

3.1 The objects of the CIO are:

3.1.1 The prevention or relief of poverty in Harlesden;

3.1.2 To develop the capacity and skills of the members of the socially and economically disadvantaged community of Harlesden in such a way that they are better able to identify, and help meet, their needs and to participate more fully in society;

3.1.3 The provision of housing for those who are in conditions of need and the improvement of housing (provided that such power shall not extend to relieving any local authorities or other bodies of a statutory duty to provide or improve housing);

3.1.4 To promote for the benefit of the inhabitants of the area of benefit the provision of facilities and activities in the interest of social welfare for recreation and leisure time occupation with the object of improving their conditions of life;

3.1.5 To promote high standards of planning or architecture in or affecting the area of benefit;

3.1.6 To secure the preservation, protection, development and improvement of features of historic or public interest and public amenities in the area of benefit.

In furtherance of the above objects but not otherwise the trustees shall have the power to establish and/or maintain a neighbourhood forum for the area of benefit to promote and or improve the social, economic and environmental well-being of the area.

The area of benefit is Harlesden and immediate surroundings with a particular focus on the area defined by the Harlesden Neighbourhood Forum boundary in the Neighbourhood Plan 2018. (map appended)

#### 4. **Powers**

4.1 The CIO has power to do anything which is calculated to further its objects or is conducive or incidental to doing so. In particular, the CIO has power:

##### *Acquisition, management and disposal of assets*

- 4.1.1 to buy, take on lease, share, hire or otherwise acquire property of any sort;
- 4.1.2 to sell, lease or otherwise dispose of all or any part of the property belonging to the CIO, provided that, where applicable, the CIO, and its Trustees, comply with s.117 to 123 of the Charities Act;
- 4.1.3 to borrow money and to charge the whole or any part of the property belonging to the CIO as security, provided that if the CIO wishes to mortgage land, the CIO and its Trustees comply with s.124 to 126 of the Charities Act;
- 4.1.4 to construct, alter, provide, manage, maintain, furnish and fit with all the necessary furniture and other equipment any buildings and any other premises or structures or land;

##### *Employees and others*

- 4.1.5 subject to Articles 6 and 7, to employ and pay any employees and other staff, consultants, agents and advisers;
- 4.1.6 to make provision for the payment of pensions and other benefits to or on behalf of employees and their dependants;

##### *Funding*

- 4.1.7 to invite and receive contributions or grants, enter into contracts, seek subscriptions and raise funds in any way including by carrying on trade but not by means of Taxable Trading;
- 4.1.8 to give or receive guarantees or indemnities;

##### *Activities*

- 4.1.9 to promote or undertake study or research and disseminate the useful results of such research;
- 4.1.10 to produce, print and publish anything in or on any media;
- 4.1.11 to provide grants, scholarships, awards or materials in kind and to provide or procure the provision of services, education, training, consultancy, advice, support, counselling or guidance;
- 4.1.12 To run or commission events, training and other community development activities;
- 4.1.13 to promote and advertise the CIO's activities and to seek to influence public opinion and policy and regulation implemented or proposed to be implemented by government or statutory authorities or other public bodies by undertaking campaigning and, to the extent permitted by law, political activities;
- 4.1.14 to undertake the administration or management (whether as trustee, agent or otherwise) of any charitable trust;
- 4.1.15 to accept any property upon or on any special trusts, or for any institutions or purposes either specified or to be specified by some person other than the Trustees;

### *Collaboration*

- 4.1.16 to establish, promote and otherwise assist in any way any limited company or companies or other bodies for the purpose of furthering in any way the Objects or to acquire property or to undertake any form of trading activity, and to establish the same either as wholly owned subsidiaries of the CIO or jointly with other persons (including government departments or statutory authorities) and to finance them by way of loan or share subscription or other means;
- 4.1.17 to take control of, support, co-operate, federate, merge, join or amalgamate with any other persons;
- 4.1.18 to transfer to or to purchase or otherwise acquire from any person with or without consideration, any property, assets or liabilities, and to perform any of their engagements;
- 4.1.19 to co-operate and enter into any arrangements with any person (including any government department or statutory authority);

### *Banking and Insurance*

- 4.1.20 to open and operate bank accounts and other banking facilities including by using internet banking or other electronic authentication methods;
- 4.1.21 to insure any risks arising from the CIO's activities;
- 4.1.22 to purchase indemnity insurance for the Trustees in accordance with and to the extent permitted by the Charities Act;

### *Investment and Social Investment*

- 4.1.23 to make social investments in accordance with Part 14 A of the Charities Act;
- 4.1.24 to invest any money in any investments, securities or properties; and to accumulate and set aside funds for special purposes or as reserves in accordance with a reserves policy; and to accumulate expendable endowment;
- 4.1.25 to delegate upon such terms and at such reasonable remuneration as the CIO may think fit to an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000 ("the Managers") the management of investments (being assets capable of producing income which may also increase in capital value), provided that:-
  - (a) the delegated powers shall be exercisable only within clear policy guidelines set by the Trustees;
  - (b) the Managers are under an obligation to report promptly to the Trustees every transaction carried out by the Managers and the performance of investments managed by them;
  - (c) the Trustees are entitled at any time to review, alter or terminate the delegation arrangement;
  - (d) the Trustees review the arrangements for delegation at intervals but so that any failure by the CIO to undertake such reviews shall not invalidate the delegation; and
  - (e) the Managers must not do anything outside the powers of the CIO.
- 4.1.26 to arrange for investments or other property of the CIO to be held in the name of a nominee company acting under the control of the Trustees or of a financial expert acting under their instructions, and to pay any reasonable fee required;



## *Other matters*

4.1.27 to pay all the expenses and costs of establishing the CIO; and

4.1.28 to do anything else within the law which promotes or helps to promote the Objects.

## **5. Application of income and property**

5.1 The income and property of the CIO must be applied solely towards the promotion of the Objects.

5.2 A Trustee, employee, or member of a committee is entitled to be reimbursed from the property of the CIO or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the CIO.

5.3 A Trustee may benefit from Trustee indemnity insurance cover purchased at the CIO's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act.

5.4 None of the income or property of the CIO may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the CIO. This does not prevent a Member receiving:

5.4.1 a benefit from the CIO as a beneficiary of the CIO;

5.4.2 reasonable and proper remuneration for any goods or services supplied to the CIO (subject to clause 6 below in regard to Trustees).

5.5 Nothing in clause 5.4 shall prevent a Trustee or connected person receiving any benefit or payment which is authorised by Clause 6 or by the Charity Commission ("Commission").

## **6. Benefits and payments to trustees and connected persons**

6.1 General provisions

6.1.1 No trustee or connected person may:

- (a) buy or receive any goods or services from the CIO on terms preferential to those applicable to members of the public;
- (b) sell goods, services, or any interest in land to the CIO;
- (c) be employed by, or receive any remuneration from, the CIO;
- (d) receive any other financial benefit from the CIO,

unless the payment or benefit is permitted by clause 6.2, or authorised by the court or the Commission. In this clause, a "financial benefit" means a benefit, direct or indirect, which is either money or has a monetary value.

6.2 Scope and powers permitting trustees' or connected persons' benefits

6.2.1 A trustee or connected person may receive a benefit from the CIO as a beneficiary of the CIO provided that it is available generally to the beneficiaries of the CIO.

6.2.2 A trustee or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the CIO where that is permitted in accordance with, and subject to the conditions in, section 185 to 188 of the Charities Act.

- 6.2.3 Subject to clause 6.3 a trustee or connected person may provide the CIO with goods that are not supplied in connection with services provided to the CIO by the trustee or connected person.
- 6.2.4 A trustee or connected person may receive interest on money lent to the CIO at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).
- 6.2.5 A trustee or connected person may receive rent for premises let by the trustee or connected person to the CIO. The amount of the rent and the other terms of the lease must be reasonable and proper. The trustee concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.
- 6.2.6 A trustee or connected person may take part in the normal trading and fundraising activities of the CIO on the same terms as members of the public.

### 6.3 Payment for supply of goods only - controls

- 6.3.1 The CIO and its trustees may only rely upon the authority provided by clause 6.2.3 above if each of the following conditions is satisfied:
  - (a) The amount or maximum amount of the payment for the goods is set out in a written agreement between the CIO and the trustee or connected person supplying the goods ("the supplier").
  - (b) The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question.
  - (c) The other trustees are satisfied that it is in the best interests of the CIO to contract with the supplier rather than with someone who is not a trustee or connected person. In reaching that decision the trustees must balance the advantage of contracting with a trustee or connected person against the disadvantages of doing so.
  - (d) The supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the CIO.
  - (e) The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of trustees is present at the meeting.
  - (f) The reason for their decision is recorded by the trustees in the minute book.
  - (g) A majority of the trustees then in office are not in receipt of remuneration or payments authorised by clause 4.1

### 6.4 In clauses 6.1 and 6.3 above:

- 6.4.1 "the CIO" includes any company in which the CIO:
  - (a) holds more than 50% of the shares; or
  - (b) controls more than 50% of the voting rights attached to the shares; or
  - (c) has the right to appoint one or more directors to the board of the company.

6.4.2 "connected person" includes any person within the definition set out in clause 33 (Interpretation);

## **7. Conflicts of interest and conflicts of loyalty**

7.1 A trustee must:

7.1.1 declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the CIO or in any transaction or arrangement entered into by the CIO which has not previously been declared; and

7.1.2 absent himself or herself from any discussions of the trustees in which it is possible that a conflict of interest will arise between his or her duty to act solely in the interests of the CIO and any personal interest (including but not limited to any financial interest).

7.2 Any trustee absenting himself or herself from any discussions in accordance with this clause 7 must not vote or be counted as part of the quorum in any decision of the trustees on the matter.

## **8. Liability of members to contribute to the assets of the CIO if it is wound up**

8.1 If the CIO is wound up, the members of the CIO have no liability to contribute to its assets and no personal responsibility for settling its debts and liabilities.

## **9. Membership of the CIO**

9.1 Admission of new members

9.1.1 Eligibility

(a) Membership of the CIO is open to:

- (i) anyone over the age of 16 years old who lives, or works as employees of a business, in the area of benefit;
- (ii) any business operator in the area of benefit;
- (iii) any constituted voluntary and community groups which operate in the area of benefit;
- (iv) any elected London Borough Council members who represent wards in the area of benefit;

provided that all members, by applying for membership, indicate their agreement to become a member and their acceptance of the duty of members set out in clause 9.5.

(b) Each member which is an organisation has the right to appoint two representatives. At any time by giving notice in writing to the CIO, that member can cancel the appointment of its representatives and appoint others instead. The member must confirm the names of its representatives at the CIO's request. Subject to clause 9.1.1(c) the representatives have the right to attend, vote and speak at general meetings of the CIO and any vote given shall be valid unless prior to the vote the CIO receives written notice ending the representatives' authority.

(c) Each member, whether an individual or an organisation, shall have one vote.

9.2 Number of members

(a) The CIO shall have a minimum of 21 (twenty one) members.

### 9.3 Admission procedure

(a) The trustees:

- (i) may require applications for membership to be made in any reasonable way that they decide;
- (ii) may refuse an application for membership if they believe that it is in the best interests of the CIO for them to do so;
- (iii) shall, if they decide to refuse an application for membership, give the applicant their reasons for doing so, within 21 days of the decision being taken, and give the applicant the opportunity to appeal against the refusal; and
- (iv) shall give fair consideration to any such appeal, and shall inform the applicant of their decision, but any decision to confirm refusal of the application for membership shall be final.

(b) The trustees may delegate the power to admit members.

### 9.4 Transfer of membership

9.4.1 Membership of the CIO cannot be transferred to anyone else.

### 9.5 Duty of members

9.5.1 It is the duty of each member of the CIO to exercise his or her or its powers as a member of the CIO in the way he or she or it decides in good faith would be most likely to further the purposes of the CIO.

### 9.6 Termination of membership

9.6.1 Membership of the CIO comes to an end if:

- (a) the member dies, or, in the case of an organisation that organisation ceases to exist; or
- (b) the member sends a notice of resignation to the trustees; or
- (c) any sum of money owed by the member to the CIO is not paid in full within six months of its falling due; or
- (d) the trustees decide that it is in the best interests of the CIO that the member in question should be removed from membership, and pass a resolution to that effect.

9.6.2 Before the trustees take any decision to remove someone from membership of the CIO they must:

- (a) inform the member of the reasons why it is proposed to remove him, her or it from membership;
- (b) give the member at least 21 clear days notice in which to make representations to the trustees as to why he, she or it should not be removed from membership;
- (c) at a duly constituted meeting of the trustees, consider whether or not the member should be removed from membership;

- (d) consider at that meeting any representations which the member makes as to why the member should not be removed; and
- (e) allow the member, or the member's representative, to make those representations in person at that meeting, if the member so chooses.

## 9.7 Membership fees

9.7.1 The CIO may require members to pay reasonable membership fees to the CIO.

## 9.8 Informal or associate (non-voting) membership

9.8.1 The trustees may create associate or other classes of non-voting membership, and may determine the rights and obligations of any such members (including payment of membership fees), and the conditions for admission to, and termination of membership of any such class of members.

9.8.2 Other references in this Constitution to "members" and "membership" do not apply to non-voting members, and non-voting members do not qualify as members for any purpose under the Charities Acts, General Regulations or Dissolution Regulations.

## 10. **Members' decisions**

### 10.1 General provisions

10.1.1 Except for those decisions that must be taken in a particular way as indicated in clause 10.5 below, decisions of the members of the CIO may be taken either by vote at a general meeting as provided in clause 10.2 or by written resolution as provided in clause 10.3.

### 10.2 Taking ordinary decisions by vote

10.2.1 Subject to clause 10.5 below, any decision of the members of the CIO may be taken by means of a resolution at a general meeting. Such a resolution may be passed by a simple majority of votes cast at the meeting including votes cast by postal or email ballot, and proxy votes.

### 10.3 Taking ordinary decisions by written resolution without a general meeting

10.3.1 Subject to clause 10.5, a resolution in writing agreed by a simple majority of all the members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective, provided that:

- (a) a copy of the proposed resolution has been sent to all the members eligible to vote; and
- (b) a simple majority of members has signified its agreement to the resolution in a document or documents which are received at the principal office within the period of 28 days beginning with the circulation date. The document signifying a member's agreement must be authenticated by their signature (or in the case of an organisation which is a member, by execution according to its usual procedure), by a statement of their identity accompanying the document, or in such other manner as the CIO has specified.

10.3.2 The resolution in writing may comprise several copies to which one or more members has signified their agreement.

10.3.3 Eligibility to vote on the resolution is limited to members who are members of the CIO on the date when the proposal is first circulated in accordance with paragraph (a) above.

### 10.4 Members' Power to Request Resolutions

- 10.4.1 Not less than 10% of the members of the CIO may request the trustees to make a proposal for decision by the members.
- 10.4.2 The trustees must within 21 days of receiving such a request comply with it if:
- (a) the proposal is not frivolous or vexatious, and does not involve the publication of defamatory material;
  - (b) the proposal is stated with sufficient clarity to enable effect to be given to it if it is agreed by the members; and
  - (c) effect can lawfully be given to the proposal if it is so agreed.
- 10.4.3 Clauses 10.3.1 to 10.3.3 apply to a proposal made at the request of members.

## 10.5 Decisions that must be taken in a particular way

- 10.5.1 Any decision by the members to remove a trustee must be taken in accordance with clause 16.2.
- 10.5.2 Any decision to amend this Constitution must be taken in accordance with clause 30 of this Constitution (Amendment of Constitution).
- 10.5.3 Any decision to wind up or dissolve the CIO must be taken in accordance with clause 31 of this Constitution (Voluntary winding up or dissolution).
- 10.5.4 Any decision to amalgamate or transfer the undertaking of the CIO to one or more other CIOs must be taken in accordance with the provisions of the Charities Act.

## 11. **General meetings of members**

### 11.1 Types of general meeting

- 11.1.1 There must be an annual general meeting (AGM) of the members of the CIO. The first AGM must be held within 18 months of the registration of the CIO, and subsequent AGMs must be held at intervals of not more than 15 months. The AGM must receive the annual statement of accounts (duly audited or examined where applicable) and the trustees' annual report, and must elect trustees as required under clause 14.
- 11.1.2 Other general meetings of the members of the CIO may be held at any time.
- 11.1.3 All general meetings must be held in accordance with the provisions below.
- 11.1.4 The CIO must hold at least two general meetings (including the AGM) per annum.

### 11.2 Calling general meetings

- 11.2.1 The trustees:
- (a) must call the annual general meeting of the members of the CIO in accordance with clause 11.1.1, and identify it as such in the notice of the meeting; and
  - (b) may call any other general meeting of the members at any time.
- 11.2.2 The trustees must, within 21 days, call a general meeting of the members of the CIO if:
- (a) they receive a request to do so from at least 10% of the members of the CIO; and

(b) the request states the general nature of the business to be dealt with at the meeting, and is authenticated by the member(s) making the request.

11.2.3 If, at the time of any such request, there has not been any general meeting of the members of the CIO for more than 12 months, then clause 11.2.2(a) shall have effect as if 5% were substituted for 10%.

11.2.4 Any such request may include particulars of a resolution that may properly be proposed, and is intended to be proposed, at the meeting.

11.2.5 A resolution may only properly be proposed if it is lawful, and is not defamatory, frivolous or vexatious.

11.2.6 Any general meeting called by the trustees at the request of the members of the CIO must be held within 28 days from the date on which it is called.

11.2.7 If the trustees fail to comply with the obligation to call a general meeting at the request of its members, then the members who requested the meeting may themselves call a general meeting.

11.2.8 A general meeting called by the members must be held not more than 3 months after the date when the members first requested the meeting.

11.2.9 The CIO must reimburse any reasonable expenses incurred by the members calling a general meeting by reason of the failure of the trustees to duly call the meeting, but the CIO shall be entitled to be indemnified by the trustees who were responsible for such failure.

### 11.3 Notice of general meetings

11.3.1 The trustees, or, as the case may be, the relevant members of the CIO, must give at least 14 clear days notice of any (annual) general meeting to all of the members, and to any trustee of the CIO who is not a member.

11.3.2 If it is agreed by not less than 90% of all members of the CIO, any resolution may be proposed and passed at any (annual) general meeting even though the requirements of clause 11.3.1 have not been met. This sub-clause does not apply where a specified period of notice is strictly required by another clause in this Constitution, by the Charities Act or by the General Regulations.

11.3.3 The notice of any (annual) general meeting must:

(a) state the time and date of the meeting;

(b) give the address at which the meeting is to take place;

(c) give particulars of any resolution which is to be moved at the meeting, and of the general nature of any other business to be dealt with at the meeting; and

(d) if a proposal to alter the Constitution of the CIO is to be considered at the meeting, include the text of the proposed alteration;

(e) include, with the notice for the AGM, the annual statement of accounts and trustees' annual report, details of persons standing for election or reelection as trustee, or where allowed under clause 23 (Use of electronic communication), details of where the information may be found on the CIO's website.

11.3.4 Proof that an envelope containing a notice was properly addressed, prepaid and posted; or that an electronic form of notice was properly addressed and sent, shall be conclusive evidence that the notice was given.

11.3.5 Notice shall be deemed to be given 48 hours after it was posted or sent.

11.3.6 The proceedings of a meeting shall not be invalidated because a member who was entitled to receive notice of the meeting did not receive it because of accidental omission by the CIO.

#### 11.4 Chairing of general meetings

11.4.1 The person nominated as chair by the trustees under clause 20.2 (Chairing of meetings), shall, if present at the general meeting and willing to act, preside as chair of the meeting. Subject to that, the members of the CIO who are present at a general meeting shall elect a chair to preside at the meeting.

#### 11.5 Quorum at general meetings

11.5.1 No business may be transacted at any general meeting of the members of the CIO unless a quorum is present whether in person or by proxy when the meeting starts.

11.5.2 Subject to the following provisions, the quorum for general meetings shall be the greater of 10% or eight members. An organisation represented by a person present at the meeting in accordance with clause 11.8, is counted as being present in person.

11.5.3 If the meeting has been called by or at the request of the members and a quorum is not present within 15 minutes of the starting time specified in the notice of the meeting, the meeting is closed.

11.5.4 If the meeting has been called in any other way and a quorum is not present within 15 minutes of the starting time specified in the notice of the meeting, the chair must adjourn the meeting. The date, time and place at which the meeting will resume must either be announced by the chair or be notified to the CIO's members at least seven clear days before the date on which it will resume.

11.5.5 If a quorum is not present within 15 minutes of the start time of the adjourned meeting, the member or members present at the meeting constitute a quorum.

11.5.6 If at any time during the meeting a quorum ceases to be present, the meeting may discuss issues and make recommendations to the trustees but may not make any decisions. If decisions are required which must be made by a meeting of the members, the meeting must be adjourned.

#### 11.6 Proxy voting

11.6.1 Any member of the CIO may appoint another member as a proxy to exercise all or any of that member's rights to attend, speak and vote at a general meeting of the CIO. Proxies must be appointed by a notice in writing (a "proxy notice") which:

(a) states the name and address of the member appointing the proxy;

(b) identifies the member appointed to be that member's proxy and the general meeting in relation to which that person is appointed;



- (c) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the CIO may determine; and
- (d) is delivered to the CIO in accordance with the Constitution and any instructions contained in the notice of the general meeting to which they relate.

11.6.2 The CIO may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

11.6.3 Proxy notices may (but do not have to) specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

11.6.4 Unless a proxy notice indicates otherwise, it must be treated as:

- (a) allowing the member appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
- (b) appointing that member as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

11.6.5 A member who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the CIO by or on behalf of that member.

11.6.6 An appointment under a proxy notice may be revoked by delivering to the CIO a notice in writing given by or on behalf of the member by whom or on whose behalf the proxy notice was given.

11.6.7 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

11.6.8 If a proxy notice is not signed or authenticated by the member appointing the proxy, it must be accompanied by written evidence that the person who signed or authenticated it on that member's behalf had authority to do so.

## 11.7 Voting at general meetings

11.7.1 Any decision other than one falling within clause 10.5 (Decisions that must be taken in a particular way) shall be taken by a simple majority of votes cast at the meeting including proxy and postal votes. Every member has one vote.

11.7.2 A resolution put to the vote of a meeting 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. A poll may be demanded by the chair or by at least 10% of the members present in person or by proxy at the meeting.

11.7.3 A poll demanded on the election of a person to chair the meeting or on a question of adjournment must be taken immediately. A poll on any other matter shall be taken, and the result of the poll shall be announced, in such manner as the chair of the meeting shall decide, provided that the poll must be taken, and the result of the poll announced, within 30 days of the demand for the poll.

11.7.4 A poll may be taken:

- (a) at the meeting at which it was demanded; or
- (b) at some other time and place specified by the chair; or

(c) through the use of postal or electronic communications.

11.7.5 In the event of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting shall not have a second, or casting vote.

11.7.6 Any objection to the qualification of any voter must be raised at the meeting at which the vote is cast and the decision of the chair of the meeting shall be final.

## 11.8 Representation of organisations

11.8.1 An organisation that is a member of the CIO may, in accordance with its usual decision-making process, authorise two persons to act as its representatives at any general meeting of the CIO.

11.8.2 The representatives are entitled to exercise the same powers on behalf of the organisation it could exercise as an individual member of the CIO.

11.8.3 The representative is entitled to appoint a proxy to attend any general meeting on his or her behalf should he or she so choose.

## 11.9 Adjournment of meetings

11.9.1 The chair may at meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting to another time and/or place. No business may be transacted at an adjourned meeting except business which could properly have been transacted at the original meeting.

## 12. Postal Voting

12.1 The CIO may, if the trustees so decide, allow the members to vote by post or electronic mail ("email") to elect trustees or to make a decision on any matter that is being decided at a general meeting of the members.

12.2 The trustees must appoint at least two persons independent of the CIO to serve as scrutineers to supervise the conduct of the postal/email ballot and the counting of votes.

12.3 If postal and/or email voting is to be allowed on a matter, the CIO must send to members of the CIO not less than 21 days before the deadline for receipt of votes cast in this way:

12.3.1 a notice by email, if the member has agreed to receive notices in this way under clause 23 (Use of electronic communication, including an explanation of the purpose of the vote and the voting procedure to be followed by the member, and a voting form capable of being returned by email or post to the CIO, containing details of the resolution being put to a vote, or of the candidates for election, as applicable;

12.3.2 a notice by post to all other members, including a written explanation of the purpose of the postal vote and the voting procedure to be followed by the member; and a postal voting form containing details of the resolution being put to a vote, or of the candidates for election, as applicable.

12.4 The voting procedure must require all forms returned by post to be in an envelope with the member's name and signature, and nothing else, on the outside, inside another envelope addressed to 'The Scrutineers for Harlesden Neighbourhood Forum', at the CIO's principal office or such other postal address as is specified in the voting procedure.

12.5 The voting procedure for votes cast by email must require the member's name to be at the top of the email, and the email must be authenticated in the manner specified in the voting procedure.

- 12.6 Email votes must be returned to an email address used only for this purpose and must be accessed only by a scrutineer.
- 12.7 The voting procedure must specify the closing date and time for receipt of votes, and must state that any votes received after the closing date or not complying with the voting procedure will be invalid and not be counted.
- 12.8 The scrutineers must make a list of names of members casting valid votes, and a separate list of members casting votes which were invalid. These lists must be provided to a trustee or other person overseeing admission to, and voting at, the general meeting. A member who has cast a valid postal or email vote must not vote at the meeting, and must not be counted in the quorum for any part of the meeting on which he, she or it has already cast a valid vote. A member who has cast an invalid vote by post or email is allowed to vote at the meeting and counts towards the quorum.
- 12.9 For postal votes, the scrutineers must retain the internal envelopes (with the member's name and signature). For email votes, the scrutineers must cut off and retain any part of the email that includes the member's name. In each case, a scrutineer must record on this evidence of the member's name that the vote has been counted, or if the vote has been declared invalid, the reason for such declaration.
- 12.10 Votes cast by post or email must be counted by all the scrutineers before the meeting at which the vote is to be taken. The scrutineers must provide to the person chairing the meeting written confirmation of the number of valid votes received by post and email and the number of votes received which were invalid.
- 12.11 The scrutineers must not disclose the result of the postal/email ballot until after votes taken by hand or by poll at the meeting, or by poll after the meeting, have been counted. Only at this point shall the scrutineers declare the result of the valid votes received, and these votes shall be included in the declaration of the result of the vote.
- 12.12 Following the final declaration of the result of the vote, the scrutineers must provide to a trustee or other authorised person bundles containing the evidence of members submitting valid postal votes; evidence of members submitting valid email votes; evidence of invalid votes; the valid votes; and the invalid votes.
- 12.13 Any dispute about the conduct of a postal or email ballot must be referred initially to a panel set up by the trustees, to consist of two trustees and two persons independent of the CIO. If the dispute cannot be satisfactorily resolved by the panel, it must be referred to the Electoral Reform Society.

## 13. **Trustees**

### 13.1 Functions and duties of trustees

13.1.1 The trustees shall manage the affairs of the CIO and may for that purpose exercise all the powers of the CIO. It is the duty of each trustee:

- (a) to exercise his or her powers and to perform his or her functions as a trustee of the CIO in the way he or she decides in good faith would be most likely to further the purposes of the CIO; and
- (b) to exercise, in the performance of those functions, such care and skill as is reasonable in the circumstances having regard in particular to:
  - (i) any special knowledge or experience that he or she has or holds himself or herself out as having; and

- (ii) if he or she acts as a trustee of the CIO in the course of a business or profession, to any special knowledge or experience that it is reasonable to expect of a person acting in the course of that kind of business or profession.

## 13.2 Eligibility for trusteeship

13.2.1 Every trustee must be a natural person and a member of the CIO.

13.2.2 No one may be appointed as a trustee:

- (a) if he or she is under the age of 16 years; or
- (b) if he or she is disqualified from acting as a Trustee by virtue of sections 178-180 of the Charities Act (or any statutory re-enactment or modification of that provision).

13.2.3 No one is entitled to act as a trustee whether on appointment or on any re-appointment until he or she has expressly acknowledged, in whatever way the trustees decide, his or her acceptance of the office of trustee.

13.2.4 At least one of the trustees of the CIO must be 18 years of age or over. If there is no trustee aged at least 18 years, the remaining trustee or trustees may act only to call a meeting of the trustees, or appoint a new trustee.

## 13.3 Number of trustees

13.3.1 There must be at least 6 trustees. If the number falls below this minimum, the remaining trustee or trustees may act only to call a meeting of the trustees, or appoint a new trustee.

13.3.2 The maximum number of trustees is 12. The trustees may not appoint any trustee if as a result the number of trustees would exceed the maximum.

## 13.4 First trustees

13.4.1 The first trustees of the CIO are

- (a) Atara Fridler
- (b) James Powney
- (c) Nick Jones
- (d) Paul Anders
- (e) Margaret Cox
- (f) Colin George
- (g) Madeleine Jennings

## 14. **Appointment of trustees**

14.1 At every annual general meeting of the members of the CIO, one-third of the trustees shall retire from office. If the number of trustees is not three or a multiple of three, then the number nearest to one-third shall retire from office, but if there is only one trustee, he or she shall retire;

14.2 The trustees to retire by rotation shall be those who have been longest in office since their last appointment or reappointment. If any trustees were last appointed or reappointed on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot;

- 14.3 The vacancies so arising may be filled by the decision of the members at the annual general meeting; any vacancies not filled at the annual general meeting may be filled as provided in clause 14.4;
- 14.4 The members or the trustees may at any time decide to appoint a new trustee, whether in place of a trustee who has retired or been removed in accordance with clause 16 (Retirement and removal of trustees), or as an additional trustee, provided that the limit specified in clause 13.3 on the number of trustees would not as a result be exceeded;
- 14.5 A person so appointed by the members of the CIO shall retire in accordance with the provisions of clauses 14.1 and 14.2. A person so appointed by the trustees shall retire at the conclusion of the next annual general meeting after the date of his or her appointment, and shall not be counted for the purpose of determining which of the trustees is to retire by rotation at that meeting.

**15. Information for new trustees**

15.1 The trustees will make available to each new trustee, on or before his or her first appointment:

15.1.1 a copy of this Constitution and any amendments made to it; and

15.1.2 a copy of the CIO's latest trustees' annual report and statement of accounts.

**16. Retirement and removal of trustees**

16.1 A trustee ceases to hold office if he or she :

16.1.1 retires by notifying the CIO in writing (but only if enough trustees will remain in office when the notice of resignation takes effect to form a quorum for meetings);

16.1.2 is absent without the permission of the trustees from all their meetings held within a period of six months and the trustees resolve that his or her office be vacated;

16.1.3 dies;

16.1.4 becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs;

16.1.5 is removed by the members of the CIO in accordance with clause 16.2;

16.1.6 is disqualified from acting as a trustee by virtue of section 178-180 of the Charities Act (or any statutory re-enactment or modification of that provision); or

16.1.7 is removed by a vote of a two-thirds majority of the other trustees present and voting at a Board meeting at which at least half of the serving trustees are present, provided that

(a) prior to such a meeting the trustee in question has been given written notice of the intention to propose such a resolution at the meeting; and

(b) the trustee in question is given an opportunity to make representations prior to a vote being held.

16.2 A trustee shall be removed from office if a resolution to remove that trustee is proposed at a general meeting of the members called for that purpose and properly convened in accordance with clause 11, and the resolution is passed by a two-thirds majority of votes cast at the meeting.

16.3 A resolution to remove a trustee in accordance with clause 16.2 shall not take effect unless the individual concerned has been given at least 14 clear days' notice in writing that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been given a reasonable opportunity of making oral and/or written representations to the members of the CIO.

**17. Reappointment of trustees**

17.1 Any person who retires as a trustee by rotation or by giving notice to the CIO is eligible for reappointment. A trustee who has served for three consecutive terms may not be reappointed for a fourth consecutive term but may be reappointed for one more term after an interval of at least three years.

**18. Taking of decisions by trustees**

18.1 Any decision may be taken either:

18.1.1 at a meeting of the trustees; or

18.1.2 by resolution in writing or electronic form agreed by all of the trustees, which may comprise either a single document or several documents containing the text of the resolution in like form to each of which one or more trustees has signified their agreement.

**19. Delegation by trustees**

19.1 The trustees may delegate any of their powers or functions to a committee or committees, and, if they do, they must determine the terms and conditions on which the delegation is made. The trustees may at any time alter those terms and conditions, or revoke the delegation.

19.2 This power is in addition to the power of delegation in the General Regulations and any other power of delegation available to the trustees, but is subject to the following requirements –

19.2.1 a committee may consist of two or more persons, but at least one member of each committee must be a trustee;

19.2.2 the acts and proceedings of any committee must be brought to the attention of the trustees as a whole as soon as is reasonably practicable; and

19.2.3 the trustees shall from time to time review the arrangements which they have made for the delegation of their powers.

**20. Meetings and proceedings of trustees**

20.1 Calling meetings

20.1.1 The chair or any 4 trustees may call a meeting of the trustees.

20.1.2 Subject to that, the trustees shall decide how their meetings are to be called, and what notice is required.

20.2 Chairing of meetings

20.2.1 The trustees may appoint one of their number to chair their meetings and may at any time revoke such appointment. If no-one has been so appointed, or if the person appointed is unwilling to preside or is not present within 10 minutes after the time of the meeting, the trustees present may appoint one of their number to chair that meeting.

20.3 Procedure at meetings

20.3.1 No decision shall be taken at a meeting unless a quorum is present at the time when the decision is taken. The quorum is three or 50%, whichever is the greater. A trustee shall not be counted in the quorum present when any decision is made about a matter upon which he or she is not entitled to vote.

20.3.2 Questions arising at a meeting shall be decided by a majority of those eligible to vote.

20.3.3 In the case of an equality of votes, the chair shall have a second or casting vote.

#### 20.4 Participation in meetings by electronic means

20.4.1 A meeting may be held by suitable electronic means agreed by the trustees in which each participant may communicate with all the other participants.

20.4.2 Any trustee participating at a meeting by suitable electronic means agreed by the trustees in which a participant or participants may communicate with all the other participants shall qualify as being present at the meeting.

20.4.3 Meetings held by electronic means must comply with rules for meetings, including chairing and the taking of minutes.

### 21. **Saving provisions**

21.1 Subject to clause 21.2, all decisions of the trustees, or of a committee of trustees, shall be valid notwithstanding the participation in any vote of a trustee:

21.1.1 who was disqualified from holding office;

21.1.2 who had previously retired or who had been obliged by the Constitution to vacate office;

21.1.3 who was not entitled to vote on the matter, whether by reason of a conflict of interest or otherwise;

21.1.4 if, without the vote of that trustee and that trustee being counted in the quorum, the decision has been made by a majority of the trustees at a quorate meeting.

21.2 Clause 21.1 does not permit a trustee to keep any benefit that may be conferred upon him or her by a resolution of the trustees or of a committee of trustees if, but for clause 21.1, the resolution would have been void, or if the trustee has not complied with clause 7 (Conflicts of interest).

### 22. **Execution of documents**

22.1 The CIO shall execute deeds either by signature or by affixing its seal (if it has one).

22.2 A deed is validly executed by signature if it is signed by at least two of the trustees.

### 23. **Use of electronic communications**

23.1 General

23.1.1 The CIO will comply with the requirements of the Communications Provisions in the General Regulations and in particular:

(a) the requirement to provide within 21 days to any member on request a hard copy of any document or information sent to the member otherwise than in hard copy form;

(b) any requirements to provide information to the Commission in a particular form or manner.

23.2 To the CIO

23.2.1 Any member or trustee of the CIO may communicate electronically with the CIO to an address specified by the CIO for the purpose, so long as the communication is authenticated in a manner which is satisfactory to the CIO.

### 23.3 By the CIO

23.3.1 Any member or trustee of the CIO, by providing the CIO with his or her email address or similar, is taken to have agreed to receive communications from the CIO in electronic form at that address, unless the member has indicated to the CIO his or her unwillingness to receive such communications in that form.

23.3.2 The trustees may, subject to compliance with any legal requirements, by means of publication on its website:

- (a) provide the members with the notice referred to in clause 11.3 (Notice of general meetings);
- (b) give trustees notice of their meetings in accordance with clause 20.1 (Calling meetings); and
- (c) submit any proposal to the members or trustees for decision by written resolution or postal vote in accordance with the CIO's powers under clause 10 (Members' decisions), 10.3 (Decisions taken by resolution in writing), or clause 12 (Postal voting).

23.3.3 trustees must:

- (a) take reasonable steps to ensure that members and trustees are promptly notified of the publication of any such notice or proposal;
- (b) send any such notice or proposal in hard copy form to any member or trustee who has not consented to receive communications in electronic form.

## 24. **Keeping of Registers**

24.1 The CIO must comply with its obligations under the General Regulations in relation to the keeping of, and provision of access to, registers of its members and trustees.

## 25. **Minutes**

25.1 The trustees must keep minutes of all:

25.1.1 appointments of officers made by the trustees;

25.1.2 proceedings at general meetings of the CIO;

25.1.3 meetings of the trustees and committees of trustees including:

- (a) the names of the trustees present at the meeting;
- (b) the decisions made at the meetings; and
- (c) where appropriate the reasons for the decisions;

25.1.4 decisions made by the trustees otherwise than in meetings.

## 26. **Accounting records, accounts, annual reports and returns, register maintenance**

26.1 The trustees must comply with the requirements of the Charities Act with regard to the keeping of accounting records, to the preparation and scrutiny of statements of accounts, and to the preparation



of annual reports and returns. The statements of accounts, reports and returns must be sent to the Charity Commission, regardless of the income of the CIO, within 10 months of the financial year end.

26.2 The trustees must comply with their obligation to inform the Commission within 28 days of any change in the particulars of the CIO entered on the Central Register of Charities.

## 27. **Rules**

27.1 The trustees may from time to time make such reasonable and proper rules or bye laws as they may deem necessary or expedient for the proper conduct and management of the CIO, but such rules or bye laws must not be inconsistent with any provision of this Constitution. Copies of any such rules or bye laws currently in force must be made available to any member of the CIO on request.

## 28. **Honorary Positions**

28.1 The Board may appoint and remove any person for such terms as they think fit as the President, Vice President or Patron of the CIO. Such posts are honorary only and carry no vote or other rights.

## 29. **Disputes**

29.1 If a dispute arises between members of the CIO about the validity or propriety of anything done by the members under this Constitution, and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.

## 30. **Amendment of Constitution**

30.1 As provided by clauses 224-227 of the Charities Act:

30.1.1 This Constitution can only be amended:

- (a) by resolution agreed in writing by all members of the CIO; or
- (b) by a resolution passed by a 75% majority of votes cast at a general meeting of the members of the CIO.

30.2 Any alteration of clause 3 (Objects), clause 31 (Voluntary winding up or dissolution), this clause, or of any provision where the alteration would provide authorisation for any benefit to be obtained by trustees or members of the CIO or persons connected with them, requires the prior written consent of the Charity Commission.

30.3 No amendment that is inconsistent with the provisions of the Charities Act or the General Regulations shall be valid.

30.4 A copy of any resolution altering the Constitution, together with a copy of the CIO's Constitution as amended, must be sent to the Commission within 15 days from the date on which the resolution is passed. The amendment does not take effect until it has been recorded in the Register of Charities.

## 31. **Voluntary winding up or dissolution**

31.1 As provided by the Dissolution Regulations, the CIO may be dissolved by resolution of its members. Any decision by the members to wind up or dissolve the CIO can only be made:

31.1.1 at a general meeting of the members of the CIO called in accordance with clause 11 (Meetings of Members), of which not less than 14 days' notice has been given to those eligible to attend and vote by a resolution passed by a 75% majority of those voting, or

31.1.2 by a resolution agreed in writing by all members of the CIO.

31.2 Subject to the payment of all the CIO's debts:

- 31.2.1 any resolution for the winding up of the CIO, or for the dissolution of the CIO without winding up, may contain a provision directing how any remaining assets of the CIO shall be applied;
  - 31.2.2 if the resolution does not contain such a provision, the trustees must decide how any remaining assets of the CIO shall be applied;
  - 31.2.3 in either case the remaining assets must be applied for charitable purposes the same as or similar to those of the CIO.
- 31.3 The CIO must observe the requirements of the Dissolution Regulations in applying to the Commission for the CIO to be removed from the Register of Charities, and in particular:
- 31.3.1 the trustees must send with their application to the Commission:
    - (a) a copy of the resolution passed by the members of the CIO;
    - (b) a declaration by the trustees that any debts and other liabilities of the CIO have been settled or otherwise provided for in full; and
    - (c) a statement by the trustees setting out the way in which any property of the CIO has been or is to be applied prior to its dissolution in accordance with this Constitution.
  - 31.3.2 the trustees must ensure that a copy of the application is sent within 7 days to every member and employee of the CIO, and to any trustee of the CIO who was not privy to the application.
- 31.4 If the CIO is to be wound up or dissolved in any other circumstances, the provisions of the Dissolution Regulations must be followed.

## **32. Indemnity of trustees**

- 32.1 To the extent permitted by law from time to time, but without prejudice to any indemnity to which a member of the board of trustees or other officer may otherwise be entitled the CIO may indemnify every trustee or other officer out of the assets of the CIO against all costs and liabilities incurred by him or her which relate to anything done or omitted or alleged to have been done or omitted by him or her as a trustee or other officer save that no trustee may be entitled to be indemnified:
- 32.1.1 for any liability incurred by him or her to the CIO or any associated company of the CIO;
  - 32.1.2 for any fine imposed in criminal proceedings;
  - 32.1.3 for any sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature howsoever arising;
  - 32.1.4 for any liability which he or she has incurred in defending any criminal proceedings in which he or she is convicted and such conviction has become final; and
  - 32.1.5 for any liability which he or she has incurred in defending any civil proceedings brought by the CIO or an associated company in which a final judgment has been given against him or her.
- 32.2 To the extent permitted by law from time to time, but without prejudice to any indemnity to which the trustees or other officer may otherwise be entitled, the CIO may provide funds to every trustee or other officer to meet expenditure incurred or to be incurred by him or her in any proceedings (whether civil or criminal) brought by any party which relate to anything done or omitted or alleged to have been done or omitted by him or her as a trustee or officer, provided that he or she will be obliged to repay such amounts no later than:
- 32.2.1 in the event he or she is convicted in proceedings, the date when the conviction becomes final; or

32.2.2 in the event of judgment being given against him or her in proceedings, the date when the judgment becomes final.

### 33. Interpretation

33.1 In this Constitution:

33.1.1 "**Charities Act**" means the Charities Acts 1992 to 2011;

33.1.2 "**connected person**" means:

- (a) a child, parent, grandchild, grandparent, brother or sister of the trustee;
- (b) the spouse or civil partner of the trustee or of any person falling within clause 33.1.2(a) above;
- (c) a person carrying on business in partnership with the trustee or with any person falling within clause 33.1.2(a) or 33.1.2(b) above;
- (d) an institution which is controlled -
  - (i) by the trustee or any connected person falling within clauses 33.1.2(a), 33.1.2(b), or 33.1.2(c) above; or
  - (ii) by two or more persons falling within clause 33.1.2(d)(i), when taken together
- (e) a body corporate in which -
  - (i) the trustee or any connected person falling within clauses 33.1.2(a) to 33.1.2(c) has a substantial interest; or
  - (ii) two or more persons falling within 33.1.2(e)(i) who, when taken together, have a substantial interest.

33.2 Section 118 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this Constitution.

33.3 "**General Regulations**" means the Charitable Incorporated Organisations (General) Regulations 2012.

33.4 "**Dissolution Regulations**" means the Charitable Incorporated Organisations (Insolvency and Dissolution) Regulations 2012.

33.5 The "**Communications Provisions**" means the Communications Provisions in Part 10, Chapter 4 of the General Regulations.

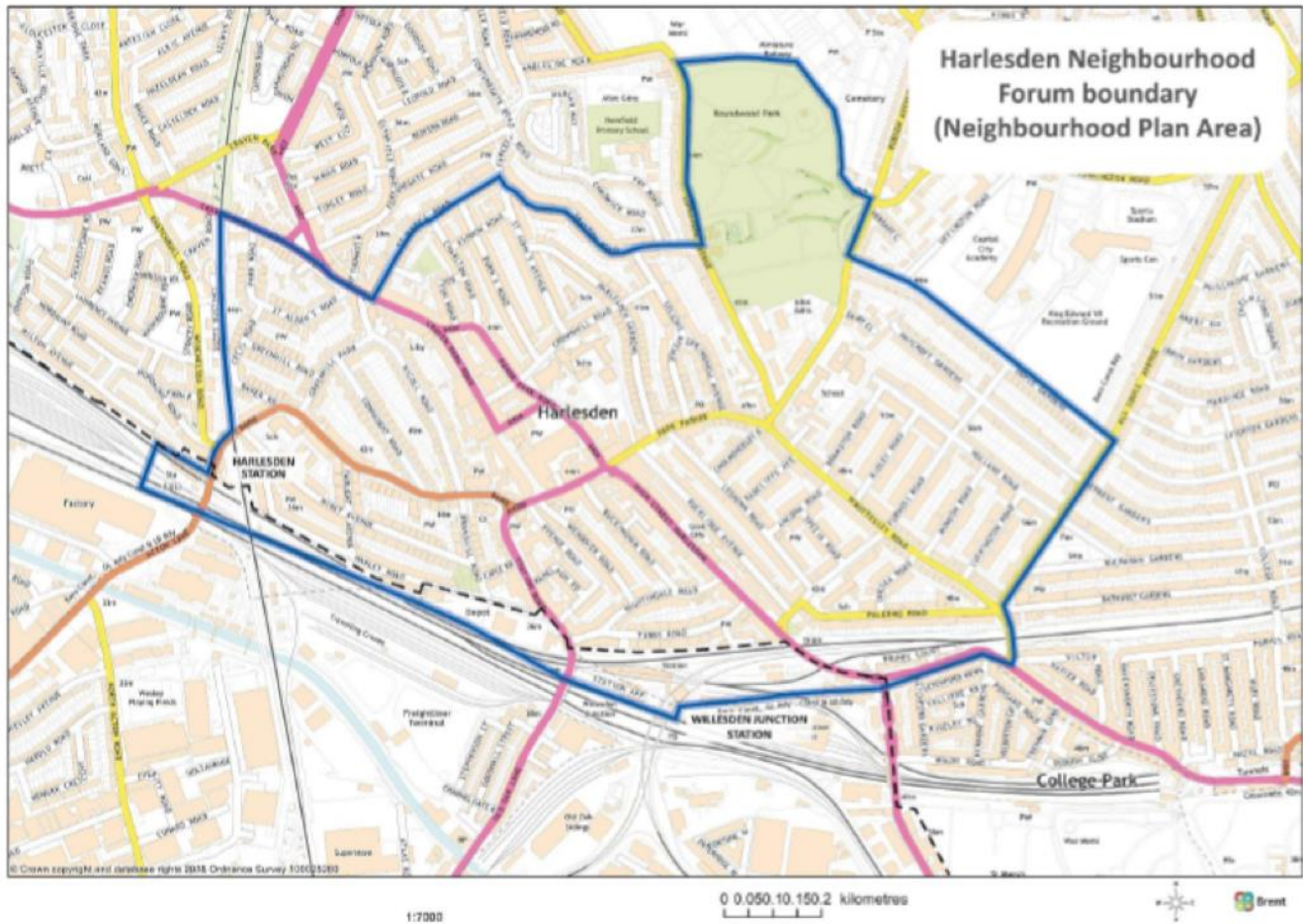
33.6 "**Taxable Trading**" means carrying on a trade or business for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, the profits of which are subject to corporation tax;

33.7 "**trustee**" means a trustee of the CIO.

33.8 "**poll**" means a counted vote or ballot, usually (but not necessarily) in writing.

**APPENDIX 3**

The name of the neighbourhood area to which the application relates and a map which identifies the area



## APPENDIX 4

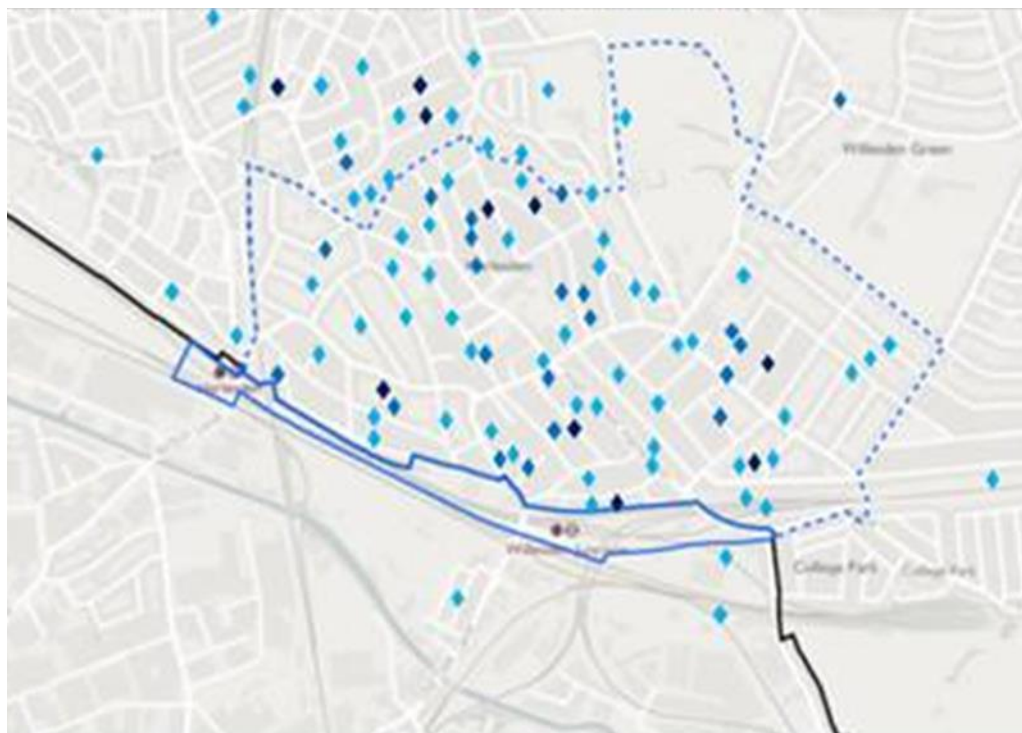
### The Harlesden Neighbourhood Forum constitution and list of members follows: List of members who gave consent to use their data for membership purpose

- the Neighbourhood Forum has It has 220 individual members
- Full Membership is open to people who live, work, carry out business or are elected members in the area, whilst Associate membership is open to people who live outside the designated area
- It has 336 mailing list subscribers
- It has 76 Community and Stakeholders members

Members are from different sections of the community in that area, and inclusive in terms of age, disability, gender, race, religion, sex, and sexual orientation.

- 25% of our membership is between the age of 25- 40, 35% between the age of 50-60, whilst 10% is between the age of 60-70. However, 30 % of our members did not mention their age.
- Only 46 Members have declared their gender to be Female and 37 declared to identify as Male, whilst the rest did prefer not to say.
- In terms of ethnicity, 7 members declared to identify as African black or Caribbean, 28 identify as white /British, 16 identify as any other White background, 5 identify as Asian. The rest of the members preferred not to say.
- Only 2 members declared their disability.

The inclusion and cohesion within our community are of paramount importance, and we give extra attention to this element in our [Equality and Diversity Policy](#). The map and list below show where the forum members are located in relation to the boundary of the Harlesden Neighbourhood Area.



- OPDC boundary
- Harlesden Neighbourhood Area boundary in OPDC
- - Harlesden Neighbourhood Area boundary in LB Brent
- ◆ 1 member
- ◆ 2 members
- ◆ 3 members

Member	Postcode
1	Nw10 4ED

2	NW10 8AE
3	NW10 8AX
4	Nw10 5YP
5	NW109AZ
6	NW10 4UP
7	NW10 8UG
8	NW10 8AJ
9	NW102AT
10	NW10 4AL
11	NW10 4DY
12	NW10 9AJ
13	NW10 8RA
14	NW10 8QR
15	NW10 4EN
16	HA9 0BP
17	Nw10 4ax
18	N1C4DD
19	NW10 4DE
20	NW10 4EL
21	NW105XR
22	NW10 6RA
23	NW10 9QT
24	NW10 4UJ
25	NW10 5UL
26	NW10 4DT
27	NW105TX
28	NW10 4RG
29	NW10 4UR
30	NW10 4DG
31	NW10 5TU
32	NW10 8PD
33	NW10 9RG
34	NW10 8UX
35	NW10 4EX
36	Nw10 4dh
37	NW10 3UD
38	HA9 9PE
39	NW10 8AJ
40	NW10 8AX
41	NW10 4RN
42	NW10 4HP
43	NW10 5TY
44	NW10 9JY
45	NW10 6TT
46	NW10 6RB
47	NW10 9LB
48	NW10 3UG
49	HA9 0FJ
50	NW10 4HJ
51	NW10 3BP
52	E9 7QL
53	NW10 9AZ
54	NW10 4HH
55	NW10 9AP
56	NW10 4DH

57	NW10 9PX
58	NW10 6DS
59	NW10 4QJ
60	NW10 4PG
61	NW10 9UE
62	nw10 4uu
63	NW10 4HB
64	NW10 4QJ
65	NW10 5TY
66	NW10 9RH
67	NW10 4AX
68	NW10 9JT
69	NW10 5YJ
70	NW10 9AZ
71	NW10 4HB
72	NW10 8GQ
73	NW10 4AH
74	NW10 4HB
75	NW10 8UG
76	NW10 5UB
77	NW10 8BA
78	NW10 4ee
79	NW104DT
80	Nw10 4jp
81	NW10 4BG
82	NW10 9AU
83	NW10 4UP
84	NW10 4DY
85	NW10 9JT
86	NW10 9QL
87	NW10 9RN
88	NW10 4JG
89	NW10 3sa
90	NW10 9LB
91	NW10 4ED
92	NW104RJ
93	NW10 8QL
94	NW10 5YH
95	NW10 8TG
96	NW 10 5YH
97	NW10 9RH
98	NW10 4AJ
99	NW10 3RL
100	NW10 4NX
101	NW10 4NX
102	NW10 4PL
103	NW10 4RJ
104	NW10 4ED
105	NW10 9LB
106	NW10 4AX
107	NW10 4QB
108	NW10 8UX
109	NW10 5NB
110	NW10 4RA
111	NW10 4BB

112	NW10 5JH
113	NW10 4SL
114	NW10 4RA
115	NW10 4RJ
116	NW10 4LT
117	NW10 5UB
118	NW10 4JH
119	NW10 4SL
120	NW10 4JG
121	NW10 8NW
122	NW10 3BH
123	NW10 8UX
124	NW10 3SA
125	NW10 4JP
126	NW10 4AJ
127	NW10 4EY
128	NW10 4RR
129	NW10 8AS
130	NW10 4NE
131	NW10 3RJ
132	NW10 4UU
133	NW10 5UL
134	NW10 4TR
135	NW10 4RA
136	NW10 5YH
137	NW10 4AX
138	NW10 4BB
139	NW10 5TX
140	NW10 8NU
141	NW10 4RA
142	NW10 9AB
143	NW10 4RR
144	NW10 5TU
145	NW10 5GJ
146	NW10 4LX
147	NW10 5YH
148	NW10 4EX
149	NW10 4DU
150	NW10 4EY
151	NW10 4TE
152	NW10 8TG
153	NW10 5AT
154	NW10 8AH
155	NW10 4NE
156	NW10 5UB
157	NW10 4AE
158	NW10 5TS
159	NW10 8SE
160	NW10 9RH
161	NW10 1BR