

CONSTITUTION OF THE LONDON CITY ISLAND AND GOODLUCK HOPE LEASEHOLDERS' & RESIDENTS' ASSOCIATION

These are the rules that describe how we are run, and what makes us an official organisation.

1. Name

The Association shall be known as the London City Island and Goodluck Hope Leaseholders' and Residents' Association (the Association).

2. The Property

All of the flats, amenity areas and common areas of and at the premises known as London City Island and Good Luck Hope, at London E14 (the Property).

3. Aims and Objectives

The aims and objectives of the Association shall be:

- a. to promote membership and the value of membership; ;
- b. to promote and protect the common rights and interests of the members of the Association relating to the use and enjoyment of the Property;
- c. to represent the views of leaseholders and residents to the landlord, the local authority, and/or any other public authority or public or private organisation having an interest or business in the area;
- d. without limiting the generality of c. above, to represent the views of leaseholders and residents to all parties in relation to planning matters that could or do affect their enjoyment of the Property and its amenities, including without limitation its environment and the services and infrastructure in the surrounding areas;
- e. to consult and build a relationship with the landlord and the managing agent to facilitate and improve communications between them and the leaseholders and residents, and to seek to

ensure best value for money in relation to the service and other charges levied on leaseholders and/or residents by the managing agent or others;

f. to promote the exercise of the rights of leaseholders and residents of the Property and the maintenance and improvement of their housing conditions, amenities and environment, including without limitation their rights under the Leasehold Reform, Housing and Urban Development Act 1993, the Housing Act 1996, or such other rights that may be given by any subsequent enactment or delegated legislation or by common law;

g. to employ solicitors, counsel, surveyors, engineers, accountants and other professional or qualified persons as and when required to advise the Association;

h. to exercise the rights conferred on the Association by recognition under the Landlord and Tenant Act 1985 or such other rights that may be given by any subsequent enactment or delegated legislation or by common law;

i. to facilitate opportunities for recreation and amenity and to encourage community cohesion and the development of community spirit and making the development the best place to live it can be.

j. to monitor the Association, its work, finances and membership on an on-going basis; to arrange social events for residents and members, and

k. to do such other things, as may seem desirable to the Association in the interests of the leaseholders and residents, including without limitation to maintain cordial relationships with all lawful residents of the Property.

3A Communications

- a. For the purpose of communicating to the members the Association will maintain:-
 - (i) a website (the "Association Website"), the address of which shall be notified to members from time to time; and
 - (ii) an email list (the "Email List") for communication to members who have signed up to receive such communications.

The Association in general meeting may make other arrangements to communicate to members, consistent with current technology, which in its reasonable opinion will ensure that members are aware of the Association's meetings and other activities and for that

purpose the Association may by ordinary resolution under clause 5 g. prospectively amend clause 3A a. above.

- b. In this constitution “written” or cognates includes email or other means of electronic communication.

4. Membership

a. Subject to sub-clause 4.b, all private leaseholders and resident sub-tenants of such leaseholders in the Property shall be automatically considered members of the Association, but there shall be only one vote per flat at Association meetings or on polls of the Association’s members, subject to the following:

- i. Where both a leaseholder and a resident sub-tenant of a flat are members of the Association, the vote exercisable in respect of that flat shall be the vote of the leaseholder, unless the resident sub-tenant has a tenancy which is both fixed for more than one year and is on terms affected by variations in the variable service charge.

- ii. For purposes connected with the requirements of residential leasehold law and other purposes affecting or tending to affect service charge expenditures, voting shall be restricted to affected variable service charge payers.

- iii. Where variable service charges for parts of the Property are calculated on different bases, only affected variable service charge payers shall be entitled to vote in relation to purposes affecting or tending to affect the service charge for their part of the Property.

b. Neither the landlord, the landlord’s representative, any company controlled by the landlord, nor any employee of the landlord shall be eligible to become a member of the Association.

c. A company which is a leaseholder or a sub-tenant (if not connected with the landlord) shall be eligible for membership, but its voting rights shall be exercisable by an individual duly authorised by the company as shall have been previously notified in writing to the Secretary.

d. Membership shall be open to all leaseholders and resident sub-tenants regardless of nationality, ethnicity, gender, sexual orientation, disability or religious or political belief.

e. It shall be a condition of membership that all members (a) at all times conduct themselves in a lawful, reasonable and courteous manner on the Property including without limitation at meetings of the Association; and (b) comply with the rules and constitution of the Association

f. Residents not Entitled to Membership

- i. any person who has been given notice to quit and is holding over after such notice period has expired; and
- ii. any person residing on the Property other than pursuant to a valid and legally enforceable written tenancy agreement, including for the avoidance of doubt any person residing under a short term or other sub-tenancy in contravention of the provisions of the relevant leaseholder's lease.

g. The Committee shall, if necessary, take steps to verify and validate membership in co-operation with the landlord, the managing agent, the Council's Local Housing Office, by reference to the register of electors or by any other reasonable means.

5. The Annual General Meeting (AGM)

a. AGMs shall be held within six months of the end of each financial year, and at least once in each calendar year. The financial year of the Association shall be from 6 April to the following 5 April.

b. All members of the Association, or their duly authorised representatives whose details shall have been notified in writing to the Secretary prior to the meeting, shall be entitled to attend and speak and, subject to clause 4, vote at AGMs.

c. Notice of the AGM should be displayed at the concierge desks and on the Association Website and shall be sent to all members on the Email List at least 21 days in advance of the meeting. The notice shall include the date, time and place of the AGM and a summary of the business to be conducted at the AGM. The inadvertent omission to communicate notice of a meeting to any individual member shall not invalidate the notice or any of the transactions of the meeting.

d. The Agenda of the AGM shall be published on the Association Website and sent to the Email List at least seven days in advance of the meeting, and shall include:

- i. The minutes of the previous AGM;
- ii. The Annual Report of the Association including the reports of sub-committees (if any);

iii. The Annual Report of the Treasurer including the accounts of the Association for the previous financial year, the accounts to be audited in respect of any financial year during which at any time the balance of the Association's bank account (or aggregate balance if more than one) shall have exceeded one thousand pounds;

iv. Elections of the Officers and Committee of the Association;

v. Appointment of an independent auditor if the Treasurer considers it likely to be required for the current financial year pursuant to clause d iii above; and

vi. Any resolutions proposed by the Committee or submitted in writing by any member of the Association to the Secretary not less than 14 days in advance of the meeting.

e. The quorum for the AGM shall be six members of the Association or their duly authorised representatives.

f. The single vote per flat must be exercised by an individual who fulfils the criteria laid out under clause 4.

g. All decisions at an AGM shall be taken by a simple majority of members present in person or by proxy on the basis of one vote per flat. The chair of the meeting may exercise a casting vote in addition to their vote in respect of their flat.

h. Minutes of all appointments made and resolutions carried at AGMs shall be taken, and shall be published on the Association Website and communicated to the Email List.

6. Extraordinary General Meetings (EGMs)

a. All other meetings of the Association shall be Extraordinary General Meetings (EGMs) and shall be convened at any time by the Secretary either on the instructions of the Committee, or on a written request submitted by no fewer than 30 members of the Association.

b. All members of the Association, or their duly authorised representatives whose details shall have been notified in writing to the Secretary prior to the meeting, shall be entitled to attend and speak and, subject to clause 4, vote at EGMs.

c. Notice of EGMs shall comply with sub-clause 5.c.

d. EGMs may consider:

i. any motions submitted by any member of the Association or by the Committee to the Secretary in writing not less than 14 days in advance of the meeting; and

ii. elections to any vacancies among the Officers or Committee.

But item ii above shall not apply to an EGM held on the same day as an AGM.

e. The quorum for an EGM shall be six members of the Association or their duly authorised representatives.

f. Subject to sub-clause 7.d, all decisions at an EGM shall be taken by a simple majority of members present in person or by proxy on the basis of one vote per flat. The Chair of the meeting may exercise a casting vote in addition to his/her vote in respect of their flat.

g. Minutes of all appointments made and resolutions carried at EGMs shall be taken, and shall be made available to any member of the Association on reasonable notice to the Secretary.

7. Amendments to the Constitution

a. This constitution shall be published on the Association Website.

b. Any proposals to amend this constitution must be submitted to the Secretary not less than 21 days before the EGM at which it is to be discussed so that a summary of such proposals can be stated on the notice of the meeting.

c. The quorum for an EGM at which a proposal to amend this constitution is considered shall be six members of the Association or their duly authorised representatives.

d. Any amendment to this constitution shall require a two thirds majority of those members present and voting at the EGM.

8. The Committee

a. The Committee shall comprise the following

Chair

Secretary

Treasurer

Quality of Service Rep

Service Charge Rep

Digital Rep

Comms Rep

(together "Officers") who shall be members of the Association, and such number of other Committee members as determined from time to time by the Association in General Meeting. If the Chair or other officers are absent from any general or committee meeting then the next officer present at the meeting, in the order set out above, shall chair the meeting and references in the context of meetings to the "Chair" shall be construed accordingly. The Chair or the majority of the Officers may convene an emergency meeting of the Committee on less than seven days' notice if they consider it in the interests of the Association to do so.

b. A list of the names of the Committee members and Officers of the Association shall be published on the Association Website and communicated to the Email List.

d. Any member of the Association shall be eligible to put themselves forward for election to the Committee by giving written notice to the Secretary at least 14 days before a General Meeting of the Association.

e. The Committee shall be responsible for the management of the Association including employment matters and shall represent the views of the Association in accordance with clause 3.

f. The election or removal of Officers or Committee members may only be carried out by a General Meeting of the Association. However, the Committee may co-opt members and may

temporarily fill any vacancy arising among the Officers from its other members until the next General Meeting.

g. The Committee shall meet as often as it considers necessary.

h. Any member of the Committee (including Officers) missing three consecutive meetings without satisfactory explanation may, at the discretion of the Committee, be deemed to have resigned and shall be notified in writing by the Secretary of such deemed resignation.

i. Open Committee meetings shall be held not less than twice in any year on seven days' notice to be given on the Association Website and by notice to the Email List. . Such meetings shall be open to any member of the Association wishing to attend, who may speak on any matter of which at least 48 hours' notice to the Secretary shall have been given. No-one other than a committee member is entitled to vote at Committee meetings. Other matters may be raised at the meeting subject to the discretion of the Chair.

j. The quorum of Committee meetings shall be one third of the elected membership of the Committee or 3 Committee members, whichever is the smaller.

k. Committee members shall be notified by the Secretary in writing of the date of a Committee meeting not less than seven days prior to that meeting taking place. The minutes of the previous meeting and a summary of the proposed agenda of the meeting shall be distributed with the notice.

l. Every reasonable effort shall be made to reach consensus among Committee members. Where that is not possible all decisions will be taken by a simple majority of those present. If required the Chair may exercise a casting vote in addition to their normal vote.

m. The Committee shall have the power to appoint sub-committees from within the Association's membership to advise officers and may refer any matter to such sub-committee. Sub-committees will be chaired by the officer most closely connected to the matter referred or to be referred to it. Sub-committees, subject to direction from the Committee in specific cases, are entitled to act on behalf of the Association in resolving matters referred to them and shall report their actions promptly to the Committee.

n. The Committee shall cause appropriate Summary minutes of all appointments made and resolutions carried at Committee meetings to be taken and published on the Association Website.

o. Committee meetings, whether open or closed, may be held physically, online, or a combination of both, as the Committee may determine.

9. Disclaimer and Indemnity

a. Any advice or assistance given or rendered to members of the Association, or any action taken by the Association acting through the Committee in the name of the Association's members, shall be without liability or responsibility on the part of the Committee or its members for any loss or damage. Members should take and rely on independent professional advice in all matters affecting their interests or where possible conflict could arise between members.

b. The members of the Association shall indemnify the Officers and the other members of the Committee against all liability incurred by them in good faith and in the name of the Association acting within their authority.

10. Finances

a. Any monies raised by the Association, either from its activities, directly from the membership or through the service charges collected by the managing agent under the flat leases, shall only be used in furtherance of the aims and objectives of the Association (as set out in clause 3).

b. All significant decisions regarding the Association's income and expenditure shall be taken only by the Committee or by a General Meeting of the Association and shall be recorded in the minutes of the relevant meeting that approves or ratifies such decisions.

c. The Treasurer shall maintain a bank account in the name of the Association, the mandate for which shall require the approval of the Treasurer, Chair OR Secretary on any cheque or payment authorisation

d. The property and funds of the Association shall be held and administered by the Committee.

e. The Committee is not authorised to incur any bank overdraft, nor any other borrowings save for reimbursable expenses of up to £500 in any one instance incurred by Committee members on the Association's behalf.

f. The Committee may incur liabilities on behalf of the Association to suppliers for payment from future service charges which it is assured that the managing agent will collect as additional service charges under the flat leases, provided always that the Association shall not incur expenditure amounting in aggregate to more than £100 per flat in any one financial year.

g. The Treasurer shall keep full records of the Association's income and expenditure; shall report the reconciled balance of the bank account and of all significant items of income and expenditure to the Committee; and shall make an annual financial report to the membership of the Association in accordance with sub-clause 5.d.iii.

11. Affiliations

a. The Association shall have the power to affiliate to any organisation whose objects may be of benefit to its membership, except that the Association shall not affiliate to a political party or religious body.

b. Affiliations must be agreed by a meeting of the Committee.

12. Removal of Membership

a. If a member is deemed to have breached clause 4, the Chair, in consultation with the Officers to the extent practicable, may take the decision to exclude that individual from membership for a specified period of time or indefinitely. Unless the Officers consider that the matter is an emergency, the Chair shall invite the relevant member to make representations in connection with their proposed exclusion (giving them seven days to do so) and shall consider such representations in good faith and in consultation with the Officers.

b. Any member excluded from membership by the Chair shall have the right to appeal to an Appeal Committee, which shall be appointed by the Committee from time to time. The Appeal Committee shall consist of an odd number of Committee members not less than three. The decision of the Appeal Committee shall be final.

13. Dissolution

a. The Committee or, if the Committee no longer exists but not in any other circumstances, any 10 members of the Association (the Dissolving Members), may decide that the Association should be dissolved.

b. The Secretary, or the Dissolving Members as the case may be, shall give notice of an EGM (in accordance with sub-clause 6.c) at which the proposed dissolution shall be discussed.

c. For an EGM discussing only dissolution of the Association, a quorum will not apply and the Association may be dissolved by a two-thirds majority of those present.

c. The assets, financial and otherwise, remaining when the Association has repaid any outstanding liabilities shall be used for such purposes of benefit to the community as the EGM shall decide.

14. Policies

The Committee may lay down privacy and other policies for the smooth running of the Association and shall publish them from time to time on the Association Website.

Adopted at a meeting of the London City Island and Goodluck Hope Leaseholders and Residents Association held on 10 September 2024

Signed by Ashley Lumsden

Chair