**Loughborough Junction Action Group**

Minutes of the AGM held at the Harry Caddick Centre on Monday 14 May 2012 at 7.30pm

**Present:** Anthea Masey (AM), Clara Kamau (CK), Lois Acton (LA), Walter Reed (WR), Angela Akinyemi (AA), Donald Phillips (DP), John Frankland (JF), Joe Blair, Hazel Watson (HW), Gerry Evans – Lambeth Council (GE), Makeba Adero (MA), Mamading Ceesay (MC), Peter Wright (PW), Emma Le Blanc - YG Foundation (EL), Maude Estwick (ME), Chris Patterson (CP), Alison Fordham (AF), Cynthia Roomes – The London Community Foundation (CR), Jacqui Carr (JC), Tim Gaymer (TG), Mandy Mazliah (MM), Segen Ghebrekidan (SG)

A short film was shown about the 7 Bridges Festival made by Walter Reed. He went on to explain the film and the background music.

1. Apologies received from Rashid (Clearview), Tessa Jowell, Cllr Rachel Heywood, Cllr Carol Boucher, Cllr Steve Reed, Sian Penner, Plaxy Wish, Irene Huntley, Cllr Matt Parr and Val Shawcross.
2. Minutes of the last AGM on 9 May 2011 were agreed. Clara Kamau pointed out that her name had been spelt wrong. This has now been amended.
3. No matters arising from last minutes.
4. Annual report. This was agreed as an accurate record of LJAG’s successes and it was agreed that it shows how LJAG has grown in ambition. CR suggested flagging up tactical and strategic things.
5. Treasurer’s report
Error on print out – bank balance actually £23,933.46. Report accepted.
6. Election of officers
AF asked whether it was confusing having co-chairs. Would it be more efficient to only have one chair and have that person delegate things out? TG said that one person assumes role of Chair at meetings.
7. At this point item 7 was discussed before the election of officers. AM – in Feb LJAG had an away day which looked at LJAG’s vision and governance. It was agreed that LJAG should register as charitable company limited by guarantee as the first step towards registering as a charity. This will limit committee members’ liability and enable LJAG to apply for funding to grant-making bodies and foundations which will only fund registered charities. The attached resolution to incorporate LJAG (appendix 1) was passed unanimously which allows LJAG’s assets to be transferred to the new charitable company. AF says she endorses LJAG’s move towards charitable status.

Return to 6 – no longer any need for a secretary under company regulations. AF continued discussion re: co-chair. CK – it does seem to work for LJAG. Agreed to keep things as they are but committee to look at roles of co-chairs and define them and write job descriptions for the co-chairs.

JF nominated AM and TG as co-chairs. CK seconded it. Accepted with proviso that there is a review.

Treasurer: Katy Easton has resigned. AM nominated Matt Goddard (not present) as Treasurer. WR seconded this.

Return to 7.

Companies House has very specific rules about the use of the word group in the title, maybe LJAG would be acceptable if Companies House rejected the full name Loughborough Junction Action Group. WR formerly proposes this. JF seconds this. Accepted.

Signatories of the bank account – currently four signatories, agreed to increase to five. Replace Katy Easton and Ben Lewis with Matthew Goddard and Walter Reed. TG and AM will remain signatories. Fifth person TBC. The attached resolution in appendix 2 was passed unanimously.

No new committee members came forward but a few people expressed an interest in sub-committees.

Current sub-committees – events, 7 Bridges, communications, public realm, hopefully new green committee. Will have to have a membership when become a charity. TG – there have been suggestions in the past for other committees eg business, transport and young people. AA – setting up a youth forum. GE – AA leading on youth forum although it’s in conjunction with a number of other forums and there will be a joint bid from the forums involved in the project going in to the July meeting of the Lambeth Forums Network TG and AM agreed this was fine.

Jacqui Carr raised issue of boundary. TG mentioned Neighbourhood Plan. Some discussion around the boundary. GE said that Lambeth could ask people where they think they live over the summer. Milkwood Estate - Herne Hill Forum think they are in Herne Hill. ME said no, we’re in Loughborough Junction. Chris Patterson – feels that if you do the mapping exercise very few people will identify themselves as being in LJ, that’s the whole point of LJAG, to put LJ on the map. CK – supports Chris P. Says she’d like to be on green/public realm committee and install a sign saying ‘Welcome to Loughborough Junction’. LA – LJ shouldn’t be part of the mapping exercise. GE – mapping exercise has been taking place since 2009 – could make information available so we can see how people respond to the question ‘Where do you live?’ and how this has changed over the last few years. TG- if mapping proceeds – clarity needs to be given to consultees that where do you live is not based on postcode or LA wards. MC – LJAG exists to do place making.

1. Next AGM – Monday 13 May 2013.
2. Any other business
SG was unhappy that LJAG had refused to support Kids Company’s bid to run the Lambeth youth centres. AA mentioned that the four groups who have put in bids will be at the Marcus Lipton Youth Centre on 29th May 6-8pm. AA to circulate information about this meeting.

AF said thank you for work people have put in.

Appendix 1 – resolution to incorporate

**RESOLUTION**

(1) The members of THE LOUGHBOROUGH JUNCTION ACTION GROUP authorise the Group’s Management Committee to take all necessary steps to incorporate the Group as a company limited by guarantee, provided all the following conditions are met.

*Note: ‘The Group’ refers to the existing unincorporated organisation called The Loughborough Junction Action Group, and ‘the company’ refers to the new company limited by guarantee.*

The conditions are:

1. that the company is registered at Companies House with articles of association that have been approved by the Group’s membership
2. that the Group will transfer its activities to the company and the company will continue these activities
3. that no price will be payable to the Group by the company for the transferred property
4. that the company has agreed to accept the property of the Group on the terms stated
5. that all necessary consents have been acquired from third parties (if any)
6. that all members of the Group at the time of transfer will be accepted as members of the company if they apply
7. that on the Transfer Date (a date to be established by the Management Committee following the company’s registration) the Group shall deliver to the company all its cash and assets and shall assign all contracts and debts to the company
8. that from the Transfer Date the company shall undertake and perform all contractual obligations of the Group
9. that from the Transfer Date the Group appoints the company as its agent to collect in outstanding debts and discharge outstanding obligations
10. that the company shall indemnify the Management Committee of the Group against any liabilities which may arise from actions taken prior to incorporation, except for any which may arise as a result of fraud or gross negligence on any individual's part.

(2) Once the transfer of assets and activities has been completed, the Management Committee is authorised to close the Group’s bank accounts, and the unincorporated association The Loughborough Junction Action Group shall cease to exist.

**Appendix 2 – bank resolution**

The following resolutions were passed at a meeting of the Committee held on 14 May 2012

It was resolved that:

• The Co-operative Bank p.l.c. (“the bank”) shall continue as our bankers in accordance with our original application

• the bank shall be authorised to accept instructions (including written instructions sent by facsimile and electronic instructions throughthe use of digital signatures and/or identification numbers or passwords) from us in connection with the account(s) and the service, provided that the instructions are given and/or signed in accordance with the signing authority listed in the account signatories Section 6b. Instructions shall mean: cheques, bills of exchange, promissory notes or other orders for payment drawn, made or accepted on our behalf (even if the payments cause the account(s) to be overdrawn) and requests or instructions in writing concerning the account(s), our affairs or property (including the opening of the new account(s), the arranging of facilities and creation of security)

• the bank shall be authorised to honour all cheques and all other documents made or accepted on our behalf even if such payment causes any accounts to be overdrawn or increase any existing overdraft, provided that such documents are signed in accordance with the specimen signatures shown in the account signatories Section 6b

• the bank shall act on all specimen signatures in accordance with any instruction, notice, request or other document in writing concerning our account (including the opening of new accounts), affairs or property, as shown in the account signatories Section 6b

• the bank shall be sent a copy of any future resolutions which affect the terms of these resolutions

• the bank shall be sent a copy of any changes in our Constitution/Rules/Memorandum and Articles of Association/Regulations or Bye Laws†

• the bank shall be notified in writing of any change of Directors/Partners/Governors/Members/Trustees†

• the bank shall be notified in writing of any change of official authorised to sign on our behalf

• the bank shall otherwise continue to operate our account(s) in accordance with the business account mandate

• the bank shall be notified in writing of any overall change of control in the business

• all signatories to the account are aged 16 or over.

Date 14 May 2012

Authority for Additional Named Individual to draw on account

I/We authorise and request that until you receive written notice from me/any one of us to the contrary to treat and consider Additional Named

Individuals listed in Section 4c as fully empowered by me/us and on my/our behalf:

• to draw, sign and endorse cheques and other orders for payment on my/our account(s) with you

• to draw, sign, accept and endorse bills of exchange and promissory notices on my/our account(s) with you

• to receive cheques, statements and other vouchers relating to my/our account(s) with you

• to withdraw all or any of my/our securities, documents, or other property or anything else held by you by way of security or for safe custody collection or any other purpose whatsoever on my/our account(s)

• to arrange terms with you for the negotiation or discount of any documents

• to negotiate with you for and take advances whether by way of loan, overdraft discount or otherwise with or without security

• to charge, pledge and deposit with you any of my/our property upon such terms as you may require to secure the payment or discharge to you on demand of all monies and liabilities which shall for the time being (and whether on or at time after such demand) be due owing or incurred to you by me/us whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety including interest discount commission and other banking charges

• generally to act on my/our behalf in all transactions and matters of business with you and to comply fully with any account Terms and Conditions and security requirements you may operate in connection with my/our account(s) with you now or in the future

• to act on the above instructions and in particular to pay and honour all such cheques, orders, bills, notes or requests as abovementioned notwithstanding that any such payment may cause my/our said account(s) to be overdrawn or may increase any existing overdraft.

Additional Named Individuals – please print the name of these individuals below:

It is certified that these resolutions have been recorded in the minute book and signed by the Chairman and that the specimen signatures shown in the account signatories Section 6b are correct.

Signature

Name Anthea Masey

Position in company Co-Chair

Date

(Chairman’s signature or signature of a person who is a member of the Board of Directors/Trustees or Committee and who is authorised by the Constitution/Rules/Memorandum and Articles of Association, Regulations or Bye Laws to sign on behalf of and bind the “Business”.)