

**MEMORANDUM OF ASSOCIATION FOR A CHARITABLE COMPANY**

**THE COMPANIES ACT 2006**

**COMPANY LIMITED BY GUARANTEE**

**MEMORANDUM OF ASSOCIATION OF COMMUNITY FIRST**

**(ADOPTED BY SPECIAL RESOLUTION PASSED ON 14 SEPTEMBER 2011)**

Names and addresses of subscribers

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Dated 1 September 1983

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**ARTICLES OF ASSOCIATION FOR A CHARITABLE COMPANY**

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**COMPANY LIMITED BY GUARANTEE**

**NEW**

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**1 NAME**

The name of the Charity is Community First.

**2 REGISTERED OFFICE**

The Charity's registered office is to be in England and Wales.

**3 OBJECTS**

3.1 The Objects of the Charity are:

3.1.1 To promote any charitable purposes for the benefit of the community in Wiltshire and Swindon by assisting the work of statutory authorities and voluntary organisations engaged in advancing education, furthering health, relieving poverty distress or sickness, improving the skill of country craftsmen, or in pursuing any other charitable purposes.

3.1.2 To promote and organise co-operation in the achievement of the said purposes and to that end to bring together representatives of the authorities and organisations engaged in the furtherance of the said purposes in Wiltshire and Swindon.

3.1.3 To protect and preserve the environment for the benefit of the public by:

(a) the provision, maintenance or improvement of public parks, recreation grounds or open spaces; or

(b) the maintenance, repair or restoration of buildings or structures which are places of religious worship or of historic, scientific or architectural interest; or

(c) the provision of some other public amenity

In each case in the vicinity of a landfill site, and "landfill site" shall have the meaning ascribed to it by Section 66 of the Finance Act 1996; and by

(d) educating the public in the benefits to the environment of sustainable waste management practices; or

(e) carrying out research and development into sustainable waste management practices and disseminating the useful results of that research,

and sustainable waste management practices include waste minimisation, minimisation of pollution and harm from waste, reuse of waste, recycling of waste, waste recovery activities and the clearing of pollutants from contaminated land.

3.2 This provision may be amended by special resolution but only with the prior written consent of the Commission.

#### **4 POWERS**

The Charity has the following powers, which may be exercised only in promoting the Objects:

4.1 to provide advice or information;

4.2 to arrange, provide or support exhibitions, meetings, lectures and classes;

4.3 to carry out research;

4.4 to co-operate with other bodies;

4.5 to support, administer or set up other charities;

4.6 to raise funds (but not by means of taxable trading);

4.7 to borrow money;

4.8 to give security for loans or other obligations (but only in accordance with the restrictions imposed by the Charities Act);

4.9 to acquire or hire property of any kind;

4.10 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);

4.11 to set aside funds for special purposes or as reserves against future expenditure;

- 4.12 to deposit or invest its funds in any manner (but to invest only after obtaining such advice from a financial expert as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification);
- 4.13 to delegate the management of investments to a financial expert, but only on terms that:
  - 4.13.1 the investment policy is set down in writing for the financial expert by the Trustees;
  - 4.13.2 timely reports of all transactions are provided to the Trustees;
  - 4.13.3 the performance of the investments is reviewed regularly with the Trustees;
  - 4.13.4 the Trustees are entitled to cancel the delegation arrangement at any time;
  - 4.13.5 the investment policy and the delegation arrangement are reviewed at least once a year;
  - 4.13.6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and which are notified promptly to the Trustees on receipt; and
  - 4.13.7 the financial expert must not do anything outside the powers of the Charity;
- 4.14 to arrange for investments or other property of the Charity to be held in the name of a nominee company acting under the direction of the Trustees or controlled by a financial expert acting under their instructions, and to pay any reasonable fee required;
- 4.15 to deposit documents and physical assets with any company registered or having a place of business in England or Wales as custodian, and to pay any reasonable fee required;
- 4.16 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 4.17 subject to Article 5, to employ paid or unpaid agents, staff or advisers;
- 4.18 to enter into contracts to provide services to or on behalf of other bodies;
- 4.19 to establish or acquire subsidiary companies;
- 4.20 to do anything else within the law which promotes or helps to promote the Objects.

## 5 BENEFITS AND CONFLICTS

- 5.1 The income and property of the Charity shall be applied solely towards the promotion of the Objects.
- 5.2 A Trustee:
  - 5.2.1 is entitled to be reimbursed from the property of the Charity or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Charity.
  - 5.2.2 may benefit from trustee indemnity insurance cover purchased at the Charity's expense in accordance with, and subject to the conditions in, section 73F of the Charities Act 1993.
  - 5.2.3 may receive an indemnity from the Charity.
- 5.3 None of the income or property of the Charity may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the Charity. This does not prevent a member who is not also a Trustee receiving:
  - 5.3.1 a benefit from the Charity in the capacity of a beneficiary of the Charity;
  - 5.3.2 reasonable and proper remuneration for any goods or services supplied to the Charity.
- 5.4 No Trustee or connected person may:
  - 5.4.1 buy any goods or services from the Charity on terms preferential to those applicable to members of the public;
  - 5.4.2 sell goods, services, or any interest in land to the Charity;
  - 5.4.3 be employed by, or receive any remuneration from, the Charity;
  - 5.4.4 receive any other financial benefit from the Charity;unless:
  - (a) the payment is permitted by Article 5.5; or
  - (b) the Trustees obtain the prior written approval of the Commission and fully comply with any procedures it prescribes.
- 5.5 5.5.1 A Trustee or connected person may receive a benefit from the Charity in the capacity of a beneficiary of the Charity.

- 5.5.2 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 Charity where that is permitted in accordance with, and subject to the conditions in, sections 73A to 73C of the Charities Act 1993.
- 5.5.3 Subject to Article 5.6 a Trustee or connected person may provide the Charity with goods that are not supplied in connection with services provided to the Charity by the Trustee or connected person.
- 5.5.4 A Trustee or connected person may receive interest on money lent to the Charity at a reasonable and proper rate which must be 2% (or more) per annum below the base rate of a clearing bank to be selected by the Trustees.
- 5.5.5 A Trustee or connected person may receive rent for premises let by the Trustee or connected person to the Charity if the amount of the rent and the other terms of the lease are reasonable and proper and provided that the Trustee concerned shall withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.
- 5.5.6 The Trustees may arrange for the purchase, out of the funds of the Charity, of insurance designed to indemnify the Trustees in accordance with the terms of, and subject to the conditions in, section 73F of the Charities Act 1993.
- 5.5.7 A Trustee or connected person may take part in the normal trading and fundraising activities of the Charity on the same terms as members of the public.
- 5.6 The Charity and its Trustees may only rely upon the authority provided by Article 5.5.3 if each of the following conditions is satisfied:
  - 5.6.1 The amount or maximum amount of the payment for the goods is set out in an agreement in writing between:
    - (a) the Charity or its Trustees (as the case may be); and
    - (b) the Trustee or connected person supplying the goods ("the supplier") under which the supplier is to supply the goods in question to or on behalf of the Charity.
  - 5.6.2 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.

- 5.6.3 The other Trustees are satisfied that it is in the best interests of the Charity 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.
  - 5.6.4 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 with regard to the supply of goods to the Charity.
  - 5.6.5 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.
  - 5.6.6 The reason for their decision is recorded by the Trustees in the minute book.
  - 5.6.7 A majority of the Trustees then in office are not in receipt of remuneration or payments authorised by Article 5.5.
- 5.7 In Articles 5.2 to 5.6 "Charity" shall include any company in which the Charity:
- 5.7.1 holds more than 50% of the shares; or
  - 5.7.2 controls more than 50% of the voting rights attached to the shares; or
  - 5.7.3 has the right to appoint one or more Trustees to the board of the company;
- 5.8 In Articles 5.4 and 5.5 "connected person" means:
- 5.8.1 a child, parent, grandchild, grandparent, brother or sister of the Trustee;
  - 5.8.2 the spouse or civil partner of the Trustee or of any person falling within Article 5.8.1 above;
  - 5.8.3 a person carrying on business in partnership with the Trustee or with any person falling within Articles 5.8.1 or 5.8.2 above;
  - 5.8.4 an institution which is controlled –
    - (a) by the Trustee or any connected person falling within Articles 5.8.1, 5.8.2 or 5.8.3 above; or
    - (b) by two or more persons falling within article 5.8.4(a), when taken together
  - 5.8.5 a body corporate in which –
    - (a) the Trustee

(b) or any connected person falling within article 5.8.1 to 5.8.3 has a substantial interest; or

(c) two or more persons falling within article 5.8.5(a) who, when taken together, have a substantial interest.

5.9 Paragraphs 2 to 4 of Schedule 5 to the Charities Act 1993 apply for the purposes of interpreting the terms used in articles 5.7 and 5.8.

## **6 LIMITED LIABILITY**

The liability of Members is limited.

## **7 GUARANTEE**

Every Member promises, if the Charity is dissolved while he remains a Member or within one year after he ceases to be a Member, to pay up to £1 towards:

7.1 payment of those debts and liabilities of the Charity incurred before he ceased to be a Member;

7.2 payment of the costs, charges and expenses of winding up; and

7.3 the adjustment of rights of contributors among themselves.

## **8 DISSOLUTION**

8.1 If the Charity is dissolved, the assets (if any) remaining after providing for all its liabilities must be applied in one or more of the following ways:

8.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;

8.1.2 directly for the Objects or for charitable purposes which are within or similar to the Objects;

8.1.3 in such other manner consistent with charitable status as the Commission approves in writing in advance.

8.2 A final report and statement of account must be sent to the Commission.

8.3 This provision may be amended by special resolution but only with the prior written consent of the Commission.

## **9 MEMBERSHIP**

9.1 The Charity must maintain a register of Members.



- 9.2 The subscribers to the Memorandum are the first Members.
- 9.3 Membership is limited to individuals invited from time to time by the Trustees and to representatives from those voluntary organisations and/or statutory authorities operating in the area of benefit and pursuing any of the Objects in such numbers as the Trustees may from time to time determine.
- 9.4 The Trustees may co-opt individuals having special knowledge or experience for such period as the Trustees shall determine provided always that the number of co-opted members shall not at any time exceed one third of the Members of the Charity.
- 9.5 Membership is not transferable.
- 9.6 The Trustees may establish different classes of Members and recognise one or more classes of supporters who are not Members (but who may nevertheless be termed 'members') and set out their respective rights and obligations.

## **10 TERMINATION OF MEMBERSHIP**

- 10.1 Membership is terminated if:
- 10.1.1 the Member dies or, if it is an organisation, ceases to exist;
  - 10.1.2 where the Member represents a voluntary organisation or statutory authority, the Member resigns or otherwise leaves the organisation or authority;
  - 10.1.3 the Member resigns by written notice to the Charity unless, after the resignation, there would be less than two Members;
  - 10.1.4 any sum due from the Member to the Charity is not paid in full within six months of it falling due;
  - 10.1.5 the Member is removed from Membership by a resolution of the Trustees that it is in the best interests of the Charity that his or her or its membership is terminated. A resolution to remove a Member from Membership may only be passed if:
    - (a) the Member has been given at least 21 days' notice in writing of the meeting of the Trustees at which the resolution will be proposed and the reasons why it is to be proposed;
    - (b) the Member or, at the option of the Member, the Member's representative (who need not be a Member of the Charity) has been allowed to make representations to the meeting.

## 11 GENERAL MEETINGS

- 11.1 Members are entitled to attend general meetings in person or by proxy (but only if the appointment of a proxy is in writing and notified to the Charity before the commencement of the meeting).
- 11.2 General meetings are called on at least 14 and not more than 28 clear days' written notice indicating the business to be discussed.
- 11.3 No Member shall be eligible for election as a Trustee unless not more than 42 days nor less than 28 days prior to the day appointed for the AGM there shall have been given to the Secretary notice in writing by some Member duly qualified to be present and vote at the meeting for which such notice is given of his intention to propose such person for election and also notice in writing signed by the person to be proposed of his willingness to be elected.
- 11.4 There is a quorum at a general meeting if the number of Members present in person or by proxy is at least 10% of the Membership.
- 11.5 The President or the Chair shall act as Chairman at every general meeting. If there is no President or Chair or the President or Chair are not available, the Members present shall choose a Trustee to act as Chairman.
- 11.6 Every Member present in person or by proxy has one vote on each issue.
- 11.7 Except where otherwise provided by the Articles or the Companies Act, a written resolution (whether an ordinary or a special resolution) is as valid as an equivalent resolution passed at a general meeting. For this purpose the written resolution may be set out in more than one document.
- 11.8 The Charity shall hold an AGM in every year.
- 11.9 At an AGM the Members:
  - 11.9.1 receive the accounts of the Charity for the previous financial year;
  - 11.9.2 receive a written report on the Charity's activities since the previous AGM;
  - 11.9.3 accept the retirement of those Trustees who wish to retire or who are retiring by rotation;
  - 11.9.4 elect Trustees to fill the vacancies arising;
  - 11.9.5 appoint reporting accountants or auditors for the Charity;

- 11.9.6 may elect such honorary officers as the Charity may from time to time decide, such honorary officers to hold office until the conclusion of the AGM next after their election but shall be eligible for re-election.
- 11.9.7 may discuss and determine any issues of policy or deal with any other business put before them by the Trustees.
- 11.10 A general meeting may be called by the Trustees at any time and must be called within 21 days of a written request from one or more Trustees (being Members), at least 10% of the Membership or (where no general meeting has been held within the last year) at least 5% of the Membership.
- 11.11 A technical defect in the appointment of a Member of which the Members are unaware at the time does not invalidate a decision taken at a General Meeting or a written resolution.

## **12 THE TRUSTEES**

- 12.1 The Trustees as charity trustees have control of the Charity and its property and funds.
- 12.2 The Trustees when complete consist of at least 6 and not more than 15 individuals over the age of 18, all of whom must support the Objects.
- 12.3 The Trustees at the date of adoption of these Articles are Tom McCaw, Jane Grant, Lesley Andrews, Dr Hoshang Bharucha, Piers Dibben, Alan Fox, Alison Irving, Jane James, Arthur Laflin and Susan Thorpe.
- 12.4 Whenever a person is appointed or reappointed as a Trustee, he may not act as a Trustee unless he
  - 12.4.1 is a Member; and
  - 12.4.2 signs a written declaration of willingness to act (or continue to act) as a charity trustee of the Charity.
- 12.5 A Trustee's initial term of office after election shall be for a period of three years. Thereafter a Trustee may be elected for another term of three years totalling a maximum consecutive term of six years. A Trustee may then be re-elected for an additional term of three years provided that one year has passed since the expiry of his sixth consecutive year in office.
- 12.6 A Trustee's term of office automatically terminates if he :
  - 12.6.1 is disqualified under the Charities Act from acting as a charity trustee;
  - 12.6.2 is incapable, whether mentally or physically, of managing his own affairs;

12.6.3 resigns by written notice to the Trustees (but only if at least two Trustees will remain in office); or

12.6.4 is removed by the Members at a general meeting under the Companies Act.

12.7 The Trustees may at any time co-opt any individual as a Trustee to fill a vacancy in their number or (subject to Article 12.2) as an additional Trustee, but a co-opted Trustee holds office only until the next AGM.

12.8 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

### **13 TRUSTEES' PROCEEDINGS**

13.1 The Trustees must hold at least 3 meetings each year.

13.2 A quorum at a meeting of the Trustees is at least one third of the Trustees or three Trustees whichever is the greater.

13.3 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants.

13.4 The Chair or (if the Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.

13.5 Any issue may be determined by a simple majority of the votes cast at a meeting, but a resolution in writing agreed by all the Trustees is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document.

13.6 Every Trustee has one vote on each issue but, in the case of equality of votes, the Chair has a second or casting vote.

13.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

### **14 TRUSTEES' POWERS**

The Trustees have the following powers in the administration of the Charity in their capacity as Trustees:

14.1 To appoint (and remove) any person (who may be a Trustee) to act as Secretary in accordance with the Companies Act.

14.2 To appoint a Chair and, if they so decide, a Vice Chair from among their number.

- 14.3 To nominate a President and other honorary officers for election by the Members.
- 14.4 To delegate any of their functions to committees consisting of two or more individuals appointed by them. At least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees.
- 14.5 To make rules consistent with the Memorandum, the Articles and the Companies Act to govern their proceedings and proceedings of committees.
- 14.6 To establish procedures to assist the resolution of disputes or differences within the Charity.
- 14.7 To exercise any powers of the Charity which are not reserved to the Members.

## **15 RECORDS AND ACCOUNTS**

- 15.1 The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of information required by law including:
  - 15.1.1 annual returns;
  - 15.1.2 annual reports; and
  - 15.1.3 annual statements of account.
- 15.2 The Trustees must also keep records of:
  - 15.2.1 all proceedings at meetings of the Trustees;
  - 15.2.2 all resolutions in writing;
  - 15.2.3 all reports of committees; and
  - 15.2.4 all professional advice obtained.
- 15.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours and may be made available for inspection by Members who are not Trustees if the Trustees so decide.
- 15.4 A copy of the Charity's constitution and latest available statement of account must be supplied on request to any Trustee. Copies of the latest accounts must also be supplied in accordance with the Charities Act to any other person who makes a written request and pays the Charity's reasonable costs.

## **16 COMMUNICATIONS**

- 16.1 Notices and other documents to be served on Members or Trustees under the Articles or the Companies Act may be sent:
- 16.1.1 by hand;
  - 16.1.2 by post; or
  - 16.1.3 by suitable electronic means.
- 16.2 The only address at which a Member is entitled to receive notices sent by post is an address in the U.K. shown in the register of Members.
- 16.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
- 16.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;
  - 16.3.2 two clear days after being sent by first class post to that address;
  - 16.3.3 three clear days after being sent by second class post to that address;
  - 16.3.4 immediately on being handed to the recipient personally;
  - or, if earlier,
  - 16.3.5 as soon as the recipient acknowledges actual receipt.
- 16.4 A technical defect in service of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

## **17 INTERPRETATION**

In the Memorandum and in the Articles, unless the context indicates another meaning:

‘AGM’ means an annual general meeting of the Charity;

‘the Articles’ means the Charity’s Articles of Association;

‘Chair’ means the chair of the Trustees;

‘the Charity’ means the company governed by the Articles;

‘the Charities Act’ means the Charities Acts 1992 to 2006;

‘charity trustee’ has the meaning prescribed by the Charities Act;

'clear day' does not include the day on which notice is given or the day of the meeting or other event;

'the Commission' means the Charity Commission for England and Wales or any body which replaces it;

'the Companies Act' means the Companies Act 2006;

'constitution' means the Memorandum and the Articles and any special resolutions relating to them;

'custodian' means a person or body who undertakes safe custody of assets or of documents or records relating to them;

'electronic means' refers to communications addressed to specified individuals by telephone conference call, fax or email;

'financial expert' means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;

'financial year' means the Charity's financial year;

'firm' includes a limited liability partnership;

'indemnity insurance' means insurance against personal liability incurred by any Trustee for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the act or omission amounts to a criminal offence or the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;

'material benefit' means a benefit which may not be financial but has a monetary value;

'Member' and 'Membership' refer to Membership of the Charity;

'Memorandum' means the Charity's Memorandum of Association;

'month' means calendar month;

'nominee company' means a corporate body registered or having an established place of business in England and Wales which holds title to property for another;

'ordinary resolution' means a resolution agreed by a simple majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold a simple majority of the voting power. Where applicable, 'Members' in this definition means a class of Members;

'the Objects' means the Objects of the Charity as defined in Article 3;

'Secretary' means a company secretary;

'special resolution' means a resolution of which at least 14 days' notice has been given agreed by a 75% majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold 75% of the voting power. Where applicable, 'Members' in this definition means a class of Members;

'taxable trading' means carrying on a trade or business in such manner or on such a scale that some or all of the profits are subject to corporation tax;

'Trustee' means a director of the Charity and 'Trustees' means the directors;

'written' or 'in writing' refers to a legible document on paper including a document sent by electronic means which has been printed out on paper;

'written resolution' refers to an ordinary or a special resolution which is in writing;

'year' means calendar year.

- 17.1 Expressions not otherwise defined which are defined in the Companies Act have the same meaning.
- 17.2 References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.