

# **The Companies Acts 1985**

## **Company Limited By Guarantee And Not**

### **Having A Share Capital**

#### **MEMORANDUM OF ASSOCIATION**

**(As Amended by Special Resolution dated 20 September 2005,  
Special Resolution dated 29<sup>th</sup> October 2008 &  
Special Resolution dated 10<sup>th</sup> November 2010)**

of

EAST HERTS CITIZENS ADVICE SERVICE

1. The name of the company (hereinafter called "the Bureau") is EAST HERTS CITIZENS ADVICE SERVICE
2. The registered office of the Bureau will be situated in England
3. The Bureau's objects are to promote any charitable purpose for the public benefit by the advancement of education, the protection and preservation of health and the relief of poverty, sickness and distress in particular, but without limitation, for the benefit of the community in Hertfordshire, Uttlesford and surrounding areas.

In furtherance of its objects and for no other purposes the Bureau shall have power:-

- (A) to establish and conduct Citizens Advice Bureau as centres to provide a free confidential and impartial service of advice, information and counsel for the public and for the implementation thereof;
- (B) to obtain, collect, issue appeals for and receive money and other assets by way of contributions, donations, subscriptions, legacies, grants and any other lawful method and accept and receive gifts of property of any description

(whether subject to any special trusts or not) provided that the Bureau shall not undertake any permanent trading activities;

- (C) to procure to be written, and print, publish, issue and circulate gratuitously or otherwise any reports or periodicals, books, pamphlets, leaflets or other documents;
- (D) to arrange and provide for or join in arranging and providing for the holding of exhibitions, meetings, lectures and classes;
- (E) to promote, encourage or undertake research and experimental work and make available the results of such research;
- (F) to affiliate or become affiliated to any institution having charitable purposes only and acquire and undertake all or any part of the assets, liabilities and engagements of any such institution which the Bureau may lawfully acquire;
- (G) to co-operate and enter into such arrangements with any authorities or persons national, local or otherwise as may be thought beneficial for the carrying out of the objects aforesaid;
- (H) to purchase, take on lease or in exchange, hire, licence or otherwise acquire and hold and (with such consents as by law required) to sell, lease or otherwise dispose of any real or personal estate, stock, effects and assets (whether or not subject to any trusts);
- (I) to draw cheques, operate bank accounts, borrow and raise money for the objects of the Bureau on such terms and mandates and (with such consents as by law required) on such security as may be thought fit;
- (J) to invest monies not immediately required in or upon such investments or other assets as the Committee shall in its complete discretion think fit and subject nevertheless to such conditions and consents as may be imposed or required by law;
- (K) to undertake any charitable trusts (whether through the means of a corporate or unincorporate body);
- (L) to employ, retain or engage persons and to remunerate the same and (subject to clause 4 hereof) to pay reasonable annual sums or premiums for or towards the provision of pensions for the same for the time being or their dependants;
- (M) to insure and arrange insurance cover for and to indemnify its officers, staff and voluntary workers from and against risks incurred in the course of performance of their duties;
- (N) to pay the costs, charges and expenses of and incidental to the formation and registration of the Bureau;
- (O) to do all such other lawful things as are necessary for the attainment of the objects of the Bureau or any of them.

Provided that;

- (i) In case the Bureau shall take or hold any property which may be subject to any trusts, the Bureau shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.
- (ii) The Bureau's object shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.
- (iii) In case the Bureau shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Bureau shall not deal with the same without such authority, approval or consent as may be required by law.
- (P) to provide indemnity insurance to cover the liability of the Committee persons which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Bureau: Provided that any such insurance shall not extend to any claim arising from any or omission which the Committee persons knew to be a breach of trust or breach of duty or which was committed by the Committee persons in reckless disregard as to whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of any unsuccessful defence to a criminal prosecution brought against the Committee persons in their capacity as Committee persons of the Bureau.

#### **4. Benefits to Members and Committee members**

- 4.1 Subject to the provisions of sub clauses 4.2 and 4.3, the income and property of the Bureau shall be applied solely towards the promotion of its objects set out in this Memorandum. No part shall be paid or transferred directly or indirectly to members of the Bureau for any services given to the Bureau with the exception of reasonable travelling and other out of pocket expenses properly incurred in carrying out the duties of any member or officer of the Bureau.
- 4.2 No member of the Committee and no connected person shall acquire any interest in property belonging to the Bureau (otherwise than as a trustee for the Bureau) or receive remuneration or be interested in any way (otherwise than as a member of the Committee) in any contract entered into by the Bureau provided this does not exclude:
  - 4.2.1 the payment of reasonable out of pocket expenses incurred on behalf of the Bureau;
  - 4.2.2 the payment of fees or the giving of other benefits to any company of which a trustee is also a member holding not more than 1/100th part of the capital;
  - 4.2.3 interest at a reasonable rate on money lent to the Bureau;

- 4.2.4 a reasonable rent or hiring fee for property or equipment let or hired to the Bureau; and
- 4.2.5 reasonable and proper premiums in respect of indemnity insurance effected in accordance with this Memorandum;
- 4.2.6 payments made pursuant to any indemnity given to trustees under this Memorandum or the Articles; and
- 4.2.7 reasonable and proper remuneration to any connected person (as defined in clause 4.3) for any goods or services supplied to the Bureau (including services performed under a contract of employment with the Bureau) provided that:
  - (a) the procedure described in the Articles concerning conflicts of interest must be followed by the relevant Committee member in relation to any decisions regarding such connected person; and
  - (b) this provision may not apply to more than half of the Committee members in any financial year (and for these purposes such provisions shall be treated as applying to a Committee member if they apply to a person who is a connected person in relation to that Committee member).
- 4.3 For the purpose of this clause 4, "Committee member" includes any connected person and "connected person" means the spouse, civil partner, child, step-child, parent, grandparent, grandchild, brother, sister or other person in a relationship with a Committee member which may reasonably be regarded as equivalent to such a relationship or any company or business controlled or managed by a Committee member and includes a trustee of any trust the beneficiaries of which include a connected person.
5. The liability of the members is limited.
6. Every member of the Bureau undertakes to contribute to the assets of the Bureau, in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Bureau contracted before he ceases to be a member and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £1.
7. If upon the winding up or dissolution of the Bureau there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Bureau, but shall be given or transferred to such other charitable purpose or purposes as the members for the time being shall by ordinary resolution decide failing which the same shall be transferred to the National Association of Citizens Advice Bureau (or any body successor to it).

8. Unless the contrary shall expressly appear words and phrases in this Memorandum shall have the same meaning as in the Articles of Association of the Bureau.