

The Companies Acts 1985 & 1989

COMPANY LIMITED BY GUARANTEE

Memorandum of Association of

## **GLOUCESTERSHIRE YOUNG CARERS PROJECT**

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1. The name of the Company is "Gloucestershire Young Carers Project".
2. The registered office of the Company will be situated in England and Wales.
3. The objects for which the Company is established are, for the public benefit, to relieve the stresses experienced by young carers and (therefore) people with physical, mental or sensory impairment within the family or home by educating the public about the needs of young carers and to promote the development of appropriate support services.
4. In furtherance of the above objects, but not otherwise, the Company shall have the following powers:
  - a) To initiate any other activities which the Management Committee may, from time to time, deem to be within the spirit and charitable purposes of the Company;
  - b) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any other rights or privileges which the Company may think necessary for the promotion of its objects;
  - c) To construct, maintain and alter any buildings or erections which the Company may think necessary for the promotion of its objects;
  - d) To publish books, pamphlets, reports, leaflets, journals, audio tapes, video tapes, films and instructional matter and to run lectures, seminars, conference and courses;
  - e) To receive donations, endowments, sponsorship fees, subscriptions and legacies from persons desiring to promote the Company's objects or any of them and hold funds in trust for same;
  - f) Subject to such consents, if any, as may be required by law, to borrow or raise money for the Company on such terms and on such security as may be thought fit;
  - g) To establish and support or aid in the establishment and support or to amalgamate with any other charitable institutions or associations and to subscribe or guarantee money for charitable purposes in any way connected with the purpose of the Company or calculated to further its objects;
  - h) To undertake and execute any charitable trusts which may be lawfully undertaken by the Company and may be necessary to its objects;

- i) To invest the monies of the Company not immediately required for its own purposes in or upon such investments, securities, or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as for the time being may be imposed or required by law and subject also as hereinafter provided;
- j) To sell, improve, develop, exchange, let on rent, royalty or otherwise and in any manner deal with or dispose of all or any of the property and assets for the time being of the Company subject to the provisions of this Memorandum of Association;
- k) To engage or employ such personnel (not being members of its Management Committee), whether as employees, consultants, advisers or volunteers, as may be required for the promotion of the objects of the Company;
- l) To open and operate bank accounts and other facilities for banking in the name of the Company;
- m) To enter into any contracts with statutory, voluntary or other bodies as are considered necessary or convenient for the achievement of the Company's objects;
- n) To raise funds and receive contributions from any person and persons whatsoever by way of subscription and otherwise provided that the Company shall not undertake any substantial permanent trading activities in raising funds for the said objects;
- o) To provide indemnity insurance to cover the liability of the members of the Management Committee which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Company, provided that any such insurance or indemnity shall not extend to any claim arising from any act or omission which the Management Committee knew or ought reasonably to have known was a breach of duty or breach of trust or which was committed by the Management Committee in reckless disregard or whether it was a breach of duty or breach of trust or not and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the directors in their capacity as directors of the company.
- p) To do all such other lawful things as may be necessary for the attainment of the above objects or any of them.

5. PROVIDED THAT:

- a) In case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts;
- b) In case the Company shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Company shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property that may come into their hands the Management Committee (being the Management Committee of directors of the Company) shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as such

Management Committee would have been if no incorporation had been effected, and the incorporation of the Company shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over such Management Committee but they shall, as regards such property, be subject jointly and separately to such control and authority as if the Company were not incorporated.

- c) The objects of the Company shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.
6. In carrying out its objects the Company shall seek to ensure equality of opportunity for all sections of the community in its own affairs and in access to facilities provided by the Company.
7. The income and property of the Company shall be applied solely towards the promotion of its objects set out in this Memorandum of Association, and no portion shall be transferred directly or indirectly by way of dividend, bonus or otherwise whatsoever by way of profit to the members of the Company; PROVIDED THAT nothing shall prevent any payment in good faith by the Company:
  - a) Of reasonable and proper remuneration to any member, officer or servant of the Company (not being a member of its Management Committee except as specifically provided for in the Company's Articles of Association) for any services rendered to the Company;
  - b) Of interest on money lent by any member of the Company (or of its Management Committee) at a rate per annum not exceeding 2 per cent below the base lending rate of the Company's bankers from time to time;
  - c) Of reasonable and proper rent for premises demised or let by any member of the Company (or of its Management Committee):
  - d) Of fees, remuneration or other benefits in money or money's worth to a company of which a member of the Management Committee may be a member holding not more than 1/100<sup>th</sup> part of the capital of the company;
  - e) Of grants, loans, donation or any other kind of financial assistance to any individual, organisation, firm, company, society or statutory authority which is a member of the Company or of its Management Committee or is represented on the Management Committee provided that any such assistance is in respect of charitable activities in furtherance of the objects of the Company;
  - f) Of payment of any premium in respect of any insurance or indemnity to cover the liability of the members of the Management Committee which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Company, provided that any such insurance or indemnity shall not extend to any claim arising from any act or omission which the Management Committee knew or ought reasonably to have known was a breach of duty or breach of trust or which was committed by the Management Committee in reckless disregard or whether it was a breach of duty or breach of trust or not and provided also that

any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the directors in their capacity as directors of the company.

- g) To any member of the Management Committee in respect of reasonable out-of-pocket expenses;
  - h) In addition, any Management Committee member, being a solicitor or other person engaged in any profession, shall be entitled to charge and be paid all usual professional or other charges for work done on behalf of the Company by her/his firm when so instructed by the Management Committee, provided that at no time shall a majority of Management Committee members be in receipt of remuneration from the Company and that a Management Committee member shall leave the room when any question of her/his remuneration is under discussion, and provided also that nothing shall authorise a Management Committee member or her/his firm to act as auditor to the Company.
8. The liability of the members is limited.
9. Every member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up during the time s/he is a member, or within one year afterwards, for the payments of the debts and liabilities of the Company contracted before the time at which s/he ceases to be a member and of the costs, charges and expenses of winding up the same, and for the adjustments of the rights of the contributors among themselves such amount as may be required not exceeding one pound.
10. In the event of the winding up or dissolution of the Company, after the satisfaction of all its debts and liabilities, the assets remaining shall not be distributed amongst the members of the Company, but shall be transferred in the furtherance of its objects to some other charitable institution or institutions active in the Company's area of benefit and having objects similar to or compatible with any of the objects of the Company as may be determined by a General Meeting at the time of or prior to the winding up or dissolution of the Company.
11. No such addition, alteration or amendment shall be made to or in the provisions of the Memorandum or Articles of Association for the time being in force as shall cause the Company to cease to be a charity in law or to be a company to which section 30 of the Companies Act 1985 does not apply.

We, the several persons whose names, addresses, signatures and descriptions are below subscribed, are desirous of being formed into a company in pursuance of this Memorandum of Association:

**NAMES, SIGNATURES ADDRESSES AND OCCUPANTS OF SUBSCRIBERS**

**Name** ..... **Address** .....  
**Signature** .....  
**Occupation** .....

**Name** ..... **Address** .....  
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**Name** ..... **Address** .....  
**Signature** .....  
**Occupation** .....

**DATED THIS** ..... **DAY OF** ..... **199** .....

**Witness to the above signatures:**

**Name** ..... **Address** .....  
**Signature** .....  
**Occupation** .....



The Companies Acts 1985 & 1989

COMPANY LIMITED BY GUARANTEE

Articles of Association of

**GLOUCESTERSHIRE YOUNG CARERS PROJECT**

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**Interpretations**

1. In these Articles:

“The Act” means the Companies Act 1985 as amended by the Companies Act 1989 and any other amendments from time to time in force.

“The Company” means the above-named company.

“Secretary” means any person appointed to perform the duties of the Secretary of the Company.

“The Management Committee” means all those persons for the time being appointed to perform the duties of directors of the Company.

“Employee” means anyone holding a contract of employment with the Company to perform at least eight hours of work per week for the Company.

“The Seal” means the common seal of the Company.

“In writing” shall be taken to include references to printing, photocopying and other modes of representing or reproducing words in a visible form.

Words importing the singular number shall include the plural and vice versa unless a contrary intention appears. Words importing persons shall include bodies corporate and associations if not inconsistent with the context. Unless the context requires otherwise, words or expressions contained in these Articles shall bear the same meaning as in the Act.

Any statutory instruments or regulations from time to time in force shall be deemed to apply to this Company, whether or not these Articles have been amended to comply with such instrument or regulation.

**Members**

2. The Management Committee may at its discretion invite into membership any person who supports the objects of the Company and who is not prohibited by law from serving as a company director or a charity trustee.
3. Upon becoming a member of the Company, a person shall also become a member of its Management Committee.

### **Register of members**

4. The Company shall maintain a Register of Members in which shall be recorded the name and address of every member, and the dates on which they became a member and on which they ceased to be a member. Every member shall either sign a written consent to become a member or sign the Register of Members on becoming a member. A member shall notify the Secretary in writing within seven days of a change to her/his name or address.
5. All members shall be entitled to receive a copy of the Memorandum & Articles of Association of the Company on request and at no charge.

### **Cessation of Membership**

6. The rights and privileges of a member shall not be transferable nor transmissible, and all such rights and privileges shall cease upon the member ceasing to be such.
7. A member shall cease to be a member immediately that s/he:
  - a) resigns in writing to the Secretary; or
  - b) dies; or
  - c) is expelled from membership by a majority vote of the Management Committee provided that any member whose expulsion is to be considered shall have the right to make representation to the meeting at which the question is to be decided; or
  - d) ceases to be eligible to serve as a director of a company by reason of bankruptcy, unsoundness of mind or prohibition order; or
  - e) is disqualified by law from serving as a trustee of a charity.

### **General Meetings**

8. The Company shall in each calendar year hold a General Meeting as its Annual General Meeting and shall specify the meeting as such in the notices calling it. Every Annual General Meeting except the first shall be held not more than fifteen months after the holding of the last preceding Annual General Meeting; the first Annual General Meeting shall be held within eighteen months of incorporation.
9. The business of an Annual General Meeting shall comprise:
  - a) the consideration of the Report and Accounts presented by the Management Committee;
  - b) the appointment and the fixing of the remuneration of the auditor or auditors (if any);
  - c) such other business as may have been specified in the notices calling the meeting.
10. All General Meetings other than the Annual General Meeting shall be called Extraordinary General Meetings.



11. The Management Committee may whenever they think fit convene an Extraordinary General Meeting, or an Extraordinary General Meeting may be convened by ten per cent of the members of the Company, as provided by section 368 of the Act.
12. Decisions at General Meetings shall be made by passing resolutions:
  - a) Decisions involving an alteration to the Memorandum or Articles of Association of the Company and other decisions so required from time to time by statute shall be made by a Special Resolution. Certain decisions, as required by statute, shall be made by Extraordinary Resolution. A Special or an Extraordinary Resolution may only be passed by a majority of not less than three-quarters of votes cast at a General Meeting.
  - b) All other decisions shall be made by Ordinary Resolution requiring a simple majority of votes cast at a General Meeting.
13. All General Meetings shall be called by at least twenty-one clear days notice unless all persons entitled to attend and vote at a General Meeting agree to the calling of a General Meeting with shorter notice.
14. Notice of every General Meeting shall be given in writing to every member of the Company and to the auditors and to such other persons who are entitled to receive notice and shall be given personally or send by post to each member at the address recorded in the Register of Members and to other persons at their Registered Office.
15. Notice of all meetings shall be given exclusive of the day on which it is served and shall specify the exact time and place of the meeting. In the case of a General Meeting which is to consider a Special Resolution or any resolution to remove the auditor, such resolution shall be specified in the notices calling that meeting and in the case of all other General Meetings the general nature of the business to be raised shall be specified.
16. Where notice is sent by post, notice shall be deemed to have been served by properly addressing, prepaying and posting the notice and to have been served forty-eight hours after the notice has been posted.
17. The accidental omission to give notice of a meeting to or non-receipt of notice of a meeting by any person entitled to receive notice shall not invalidate proceedings at the meeting.

#### **Proceedings at General Meetings**

18. No member shall have more than one vote on any question to be decided at a General Meeting.
19. Votes may only be cast personally. Proxy voting is not permitted.
20. No business shall be transacted at a General Meeting unless a quorum of members is present. Three members shall be a quorum.

21. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting shall stand adjourned until the same day in the next week at the same time and same place or otherwise as the Management Committee may direct. All members shall be given such notice as is practicable of such an adjourned meeting. The members present at a meeting so adjourned shall be a quorum subject to an absolute minimum of two.
22. At every General Meeting the Chairperson – if there is one – shall preside, if the Chairperson is not present within ten minutes of the appointed time for the meeting, the members present shall choose one of their number act as Chairperson whose function shall be to conduct the business of the meeting in an orderly manner.
23. In the case of an equality of votes, whether on a show of hands or on a ballot, the Chairperson of the meeting shall not have a second or casting vote and the resolution shall be deemed to be lost.
24. Subject to the provisions of the Act, a resolution in writing signed by all the members for the time being shall be valid and effective as if the same had been passed at a General Meeting duly convened and held and may consist of several similar documents each signed by one or more members.

#### **Management Committee**

25. The Company shall have a Management Committee comprising all the members of the Company for the time being. The number of members of the Management Committee shall never be less than three, or more than ten, subject to Article 26.
26. In addition the Management Committee may co-opt up to four persons to serve on the Management Committee who may or may not be a member of the Company.
27. Under no circumstances shall any employee of the Company or any person aged less than eighteen years or anyone who is disqualified by law from being a trustee of a charity be a member of the Management Committee.
28. A Management Committee member shall declare an interest in and shall not vote in respect of any contract in which s/he has a personal financial or material interest, either directly or indirectly.
29. Management Committee members may be paid all reasonable out-of-pocket expenses incurred by them in attending and returning from meetings of the Management Committee or General Meetings of the Company or in connection with the business of the Company.
30. The office of a Management Committee member shall be immediately vacated if s/he ceases to be a member of the Company for any reason whatsoever under the provisions of article 7.

31. Any person ceasing to be a member of the Management Committee for any reason shall also cease to be a member of the Company.

### **Power and Duties of the Management Committee**

32. The affairs of the Company shall be managed by the Management Committee who may pay all expenses of the formation of the Company as they think fit and may exercise all such powers of the Company as may be exercised and done by the Company and as are not by statute or by these Articles required to be exercised or done by the Company in General Meeting.
33. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company shall be signed, drawn, accepted, endorsed, or otherwise executed in such manner as the Management Committee shall from time to time decide, provided that all instruments of expenditure above a certain limit set from time to time by the Management Committee must be signed by at least two Management Committee members.
34. Without prejudice to its general powers, the Management Committee may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking and property or any part of them and to issue debentures and other securities whether outright or as security for any debt, liability or obligation of the Company subject to such consents as may be require by law.

### **Proceedings of the Management Committee**

35. Members of the Management Committee may meet together for the despatch of business, adjourn, and otherwise regulate their meetings as they think fit.
36. At every meeting of the Management Committee the Chairperson – if there is one – shall preside, if the Chairperson is not present is not present within ten minutes of the time appointed for the meeting, the members present shall appoint one of their number to act as Chairperson, whose function it shall be to conduct the business of the meeting in an orderly manner.
37. Questions arising at any meeting shall be decided by a majority of votes, each member of the Management Committee present having one vote. In the case of an equality of votes, the Chairperson of the meeting shall not have a second or casting vote and the resolution shall be deemed to be lost.
38. The Secretary on the requisition of any two Management Committee members shall summon a meeting of the Management Committee by giving reasonable notice to all Management Committee members. It shall not be necessary to give notice of a meeting of the Management Committee to any of its members for the time being absent from the United Kingdom.

39. The quorum necessary for the transaction of the business of the Management Committee shall be three members present in person.
40. The Management Committee may act regardless of any vacancy in their body but, if and so long as their number is less than the minimum prescribed in these Articles, the Management Committee may act for the purposes of increasing the number of Management Committee members to that number, or of summoning a General Meeting of the Company, but for no other purpose.
41. The Management Committee shall cause accurate records to be made, in books provided for that purpose, of:
  - a) the name, details, and date of appointment of all persons appointed to office.
  - b) the names of the Management Committee members, officers, members and other persons present at all General, Management Committee and Sub-Committee meetings of the Company.
  - c) minutes of all proceedings and resolutions at all General, Management Committee and Sub-Committee meetings of the Company;
  - d) all applications of the Seal to any document.
42. All such records and minutes shall be open to inspection during normal working hours by any member of the Management Committee.
43. The Management Committee may delegate any of their powers to Sub-Committees consisting of such members of their body and others as they think fit. Any Sub-Committee so formed shall in the exercise of the powers so delegated conform to any regulations imposed on it by the Management Committee which regulations shall always include provision for regular and prompt reports to the Management Committee.
44. All acts done by any meeting of the Management Committee or by any person acting as a member of the Management Committee shall, even if it be afterwards discovered that there was some defect in the appointment of any Management Committee member or person acting as such, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Management Committee member.
45. A resolution in writing, signed by all the Management Committee members who for the time being are entitled to vote, shall be valid and effective as if it had been passed at a meeting of the Management Committee, and may consist of several similar documents signed by one or more Management Committee members.
46. The Management Committee may at its discretion invite other persons to attend its meetings, with or without speaking rights, and without voting rights.
47. At least once in every year, the Management Committee shall set the level of the annual subscription to be paid.

## **Officers**

48. The members of the Management Committee shall elect from their own number such officers as they consider fit, for such term of office as the Management Committee may from time to time determine. Any officer elected by the Management Committee may be removed by a majority vote of the Management Committee, subject to a right of appeal.

### **Secretary**

49. The Management Committee shall appoint a Secretary of the Company for such term at such remuneration and upon such conditions as they think fit, and any Secretary so appointed may be removed by them.
50. No remuneration may be paid to a Secretary who is also a member of the Management Committee.
51. A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Management Committee member and the Secretary shall not be satisfied by its being done by or to the same person acting in both capacities.

### **The Seal**

52. If the Company has a Seal, it shall only be used by the authority of the Management Committee and every instrument to which the Seal shall be applied shall be signed by a Management Committee member and shall be countersigned by the Secretary or by a second Management Committee member. Every such application of the Seal shall be minuted.

### **Accounts**

53. The Management Committee shall cause proper accounts to be kept in accordance with the law for the time being in force with respect to:
- a) all sums of money received and expended by the Company and the matters in which the receipt and expenditure takes place;
  - b) all sales and purchases of goods by the Company;
  - c) the assets and liabilities of the Company.
  - d) Proper accounts shall be deemed to be kept if they give a true and fair record of the state of the Company's affairs and explain its transactions.
54. The accounts shall be kept at the Registered Office of the Company or, subject to section 222 of the Act, at such other place or places as the Management Committee thinks fit, and shall always be open to the inspection of all members.
55. The Management Committee shall from time to time, in accordance with sections 227 and 241 of the Act, cause to be prepared and to be laid before the Company in General Meeting such income and expenditure accounts, balance sheets, and any reports referred to in those sections.

56. A copy of every balance sheet (including every document required by law to be annexed thereto) which is laid before the Company in General Meeting, together with a copy of the auditor's report and Management Committee's report shall not less than twenty –one days before the date of the meeting, subject nevertheless to the provisions of section 240(4) of the Act, be sent to every member of and every holder of debentures of the Company; provided that this regulation shall not require a copy of those documents to be sent to any person of whose address the Company is not aware or to more than one of the joint holders of any debentures. The auditor's report shall be open to inspection and shall be read before the meeting.

#### **Audit**

57. Subject to such statutory regulations or exemptions as may be in force, once at least in every year the accounts of the Company shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified auditor or auditors.

58. Auditors shall be appointed and their duties regulated in accordance with sections 237 and 384 of the Act.

#### **Application of Surplus**

59. Clause 6 of the Memorandum of Association relating to the not-for-profit nature of the Company shall have effect as if its provisions were repeated in these Articles. Any surplus of the Company shall be carried forward for the continuation and development of the Company.

#### **Indemnity**

60. Subject to the provisions of the Act every trustee or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by her/him in that capacity in defending any proceedings, whether civil or criminal, in which judgement is given in her/his favour or in which s/he is acquitted or in connection with any application in which relief is granted to her/him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

#### **Dissolution**

61. Clause 9 of the Memorandum of Association relating to the winding up and dissolution of the Company shall have effect as if its provisions were repeated in these Articles.

**NAMES, SIGNATURES ADDRESSES AND OCCUPATIONS OF SUBSCRIBERS**

**Name** ..... **Address** .....  
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**DATED THIS** ..... **DAY OF** ..... **199** .....

**Witness to the above signatures:**

**Name** ..... **Address** .....  
**Signature** .....  
**Occupation** .....