

EPPING FOREST DISTRICT CITIZENS ADVICE BUREAU

MEMORANDUM of ASSOCIATION

Revised October 27th 2008

Companies Acts 1985 and 1989

Company Limited by Guarantee and not having a Share Capital

Memorandum of Association of: Epping Forest District Citizens Advice Bureau

1. Name

- 1.1 The name of the company is the Epping Forest District Citizens Advice Bureau (“the Charity”).

2. Registered Office

- 2.1 The Registered office of the Charity will be situated in England and Wales.

3. Objects

- 3.1 The Charity’s objects are to promote any charitable purpose for the benefit of the community in Epping Forest District and surrounding areas (“the area of benefit”) by the advancement of education, the protection and preservation of health and the relief of poverty, sickness and distress.

4. Powers

To promote its objects but not for any other purpose the Charity will have the following powers:

- 4.1 Power to establish and provide Citizens Advice Bureau services and outlets supplying a free, independent, confidential and impartial service of advice, information and counsel for the public.
- 4.2 Power to obtain, collect and receive money and funds by way of contribution, donations, legacies, grants and any other lawful method. It can also accept and receive gifts of property of any description (whether subject to any special trusts or not) provided that the Charity does not carry out any substantial and permanent trading activities for the purpose of raising funds and shall conform to any relevant requirements of the law.
- 4.3 Power to buy, take on lease or in exchange any property necessary for the achievement of the objects and to maintain and equip it for use.
- 4.4 Power to sell, lease or dispose of all or part of the Charity’s property but only in accordance with the restrictions imposed by the Charities Act 1993 (or any statutory re-enactment or modification of that Act).
- 4.5 Power to borrow money and to give security for loans but only in accordance with the restrictions imposed by the Charities Act 1993 (or any statutory re-enactment or modification of that Act).
- 4.6 Power to employ such staff (who shall not be members of the Trustee Board) as are necessary for the proper pursuit of the objects and to make all reasonable and necessary provision for the payment of pensions and superannuation for staff and their dependants.

- 4.7 Power to recruit such volunteer workers (who shall not be members of the Trustee Board) as are necessary for the proper pursuit of the objects.
- 4.8 Power to work with other charities, voluntary bodies and statutory authorities that have the same or similar purposes as the Charity and exchange information and advice with them.
- 4.9 Power to establish or support any charitable trusts, associations or institutions formed for all or any of the objects.
- 4.10 Power to appoint and constitute such advisory committees as the Trustee Board may think fit.
- 4.11 Power to procure to be written, and print, publish, issue and circulate gratuitously or otherwise any reports or periodicals, books, pamphlets, leaflets and other documents, audio and video tapes and discs, computer discs, films and any other instructional matter.
- 4.12 Power to arrange and provide or join in arranging and providing for the holding of exhibitions, meetings, lectures and classes.
- 4.13 Power to promote, encourage or undertake organised research and experimental work and make available the results of such research.
- 4.14 Power to join any other charitable institution and to become responsible for the assets, liabilities and contracts of any such institution or transfer the assets, liabilities and contracts of the Charity to such institution.
- 4.15 Power to invest or deposit funds in any lawful manner whilst having regard to the suitability of investments and the need for diversification.
- 4.16 Power to insure the property of the Charity against any foreseeable risk and to take out other insurance policies to protect the Charity as the Trustee Board thinks fit.
- 4.17 Power to provide indemnity insurance to cover the liability of the Trustees 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 Charity: provided that any such insurance shall not extend to any claim arising from any act or omission which the Trustees knew to be a breach of trust or breach of duty or which was committed by the Trustees in reckless disregard to whether it was a breach of trust or breach of duty or not; provided also that any such insurance shall not extend to the costs of any unsuccessful defence to a criminal prosecution brought against the Trustees in their capacity as Trustees of the Charity; and
- 4.18 Power to do all such other lawful things which promote or help to promote the objects.

5. Limitation of Private Benefits

- 5.1 Subject to the provisions of sub-clauses 5.2. & 5.3, the income and property of the Charity 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 Charity for any services given to the Charity 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 Charity.

- 5.2 No member of the Trustee Board and no connected person shall acquire any interest in property belonging to the Charity (otherwise than as a Trustee for the Charity) or receive remuneration or be interested in any way (otherwise than as a member of the Trustee Board) in any contract entered into by the Charity.

Provided this does not exclude:

- a. the payment of reasonable out of pocket expenses incurred on behalf of the Charity;
- b. 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;
- c. interest at a reasonable rate on money lent to the Charity;
- d. a reasonable rent or hiring fee for property let or hired to the Charity; or
- e. reasonable and proper premiums in respect of indemnity insurance effected in accordance with clause 4.17 of this Memorandum

(For the purpose of this sub-clause "connected person" means the spouse, child, parent, grandparent, grand-child, brother, sister or other person in a relationship with a Trustee Board member which may reasonably be regarded as equivalent to such a relationship or any company or business controlled or managed by a Trustee.)

- 5.3 Any member of the Trustee Board, who is nominated by a member organisation or who is in any way connected to a member organisation or body giving funds to or contracting with the Charity, is first and foremost a member of the Trustee Board and therefore must represent the interests of the Charity when acting as a Trustee even if this conflicts with the policies of the organisation or body by which s/he is nominated or to which s/he is connected.

6. Limited Liability

- 6.1 The liability of the members is limited.
- 6.2 Every member of the Charity undertakes to contribute such amount as may be required, not exceeding £1, to the Charity's assets if it should be wound up while they are a member or within one year after they cease to be a member:-
- a. for the payment of the Charity's debts and liabilities contracted before they ceased to be a member;
 - b. for the costs, charges and expenses of winding up; and
 - c. for the adjustment among themselves of the rights of persons who have contributed to the Charity's assets.

7. Amendment

- 7.1 The Memorandum and Articles of Association of the Charity may be amended in accordance with the Companies Act 1985 and the Charities Act 1993 (or any statutory re-enactment or modification of these Acts) provided that no amendment shall be made which is inconsistent with the written policies of Citizens Advice.

8. Dissolution

- 8.1 If any property remains after the Charity has been wound up or dissolved and all debts and liabilities have been satisfied, it shall not be paid to or distributed among members of the Charity. It shall instead be given or transferred to some other charitable institution or institutions having similar objects to those of the Charity and which prohibit the distribution of its or their income and property among its or their members to an extent at least as great as Clause 5 of this Memorandum imposes upon the Charity. The institution or institutions which are to benefit shall be chosen by the members of the Charity at or before the time of winding up or dissolution. A copy of the statement of accounts, or account and statement for the final accounting period of the Charity must be sent to the Charity Commission.

9. Definitions

Words and phrases which are defined in the Articles of Association of the Charity have the same meaning when used in this Memorandum unless the context requires otherwise.