

THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING SHARE CAPITAL

**MEMORANDUM OF ASSOCIATION
OF
CHESHIRE, HALTON AND WARRINGTON
RACIAL EQUALITY COUNCIL**

1 Name

The name of the Company shall be 'Cheshire, Halton and Warrington Racial Equality Council' (hereinafter referred to as 'the REC').

2 Registered Office

The Registered office of the REC will be situated in England and Wales.

3 Objects

The objects of the REC shall be:-

- 3.1** to work towards the elimination of racial discrimination; and
- 3.2** to promote equality of opportunity and good relations between persons of different racial groups without distinction of sex, race, or of political, religious or other opinions;

especially within the county of Cheshire including the boroughs of Halton and Warrington (hereinafter referred to as the REC's 'area of benefit').

4 Mode of operation

- 4.1** In furtherance of the objects, but not further or otherwise, the REC may undertake the following functions and within the limits permitted by the law and the trustees may do anything lawful and necessary to fulfil them.

- 4.2 Policy development**

To acquaint organisations, agencies and employers in the statutory, non-statutory, private, and voluntary sectors, especially in the REC's area of benefit, with the extent and nature of racial discrimination and inequality experienced by racial groups in the field of social welfare and in particular the fields of housing, employment, education and health care, with the aim of encouraging them to implement policies and practices which will eliminate racial discrimination and promote equality of opportunity, and good relations, between persons of different racial groups.

4.2.1 Community support

To support organisations in the REC's area of benefit which are concerned with the promotion of equal opportunity and good relations between persons of different racial groups, by providing them with such information, advice and other forms of assistance as may be both appropriate and in keeping with the REC's objects.

4.2.2 Assistance to individuals

(a) To give information, advice and support of a non-financial nature to individuals who seek the REC's assistance as a consequence of their experience of racism or racial discrimination, in circumstances where such information, advice and support are not readily obtainable from other local agencies.

(b) In sub-clause (a) above, 'support' may include representation at tribunals in circumstances where it is unreasonable, having regard to the financial resources available to a complainant, to expect her/him to obtain such representation, subject nevertheless to Clause 5 (k) below.

4.2.3 Public education

To maintain an appropriate programme of public information and public education related to the REC's objects and functions.

4.2.4 Work programme

To devise a work programme to guide it in furthering its objects and carrying out its functions in pursuance of this clause. In doing so, it shall have regard to:

(a) priorities for action agreed in national and regional planning fora between RECs, or their representative body, and the Commission for Racial Equality, hereinafter referred to as 'the CRE'; and

(b) priorities for action related to local needs to which it can respond in keeping with its objects.

4.3 Working policy

In furthering its objects and carrying out its functions in pursuance of this clause, the REC:

(a) shall be non-party in politics and non-sectarian in religion;

(b) shall, in its own activities and its employment of staff, implement an effective equal opportunities policy and shall not, therefore, discriminate, against any person on grounds of colour, race, nationality, ethnic or national origin, gender, marital status, disability, sexual orientation, age and creed.

5 Powers

In furtherance of the objects, but not further or otherwise, the REC shall have the following powers:

- (a) to raise funds PROVIDED THAT in raising funds the REC shall not undertake any permanent trading activities and shall conform to any relevant requirements of law;
- (b) to invest temporarily surplus funds not immediately required for the objects;
- (c) to rent, lease or buy premises and necessary equipment;
- (d) to undertake research and publish the useful results thereof;
- (e) to charge fees for services (including for training and corporate consultancy) and publications supplied when it considers it necessary to do so to recover its outlay, but on a non-profit-making basis and without engaging in any permanent trading activities;
- (f) to employ and pay staff;
- (g) to insure to full value against loss or damage any property belonging to the REC;
- (h) to insure and to indemnify its staff and voluntary workers against all such risks incurred in the performance of their duties as may be thought fit;
- (i) otherwise to expend funds as necessary to further its objects;
- (j) subject to such consents as may be required by law, to sell, mortgage, charge or borrow on the security of, any real property belonging to the REC;
- (k) in the case of a complainant who has been supported by the REC under Clause 4.2.2 (b) above and who is awarded costs, to ask for a donation of a proportion of those costs in order to recover its outlay;
- (l) power to do all such other lawful things as are necessary for the furtherance of the objects.

6 Income and Property

The income and property of the REC, whencesoever derived, shall be applied, by and at the discretion of the Executive Committee, solely toward the promotion of the Objects of the REC, as set out in Clause (3) above, and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to members of the REC and no member of the Executive Committee shall be appointed to any office of the REC paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the REC, PROVIDED THAT nothing in this document shall prevent any payment in good faith by the REC:

- (a) of reasonable and proper remuneration for any services rendered to the REC by any member, officer or servant of the REC who is not a member of the Executive Committee;
- (b) of interest on money lent by any member of the REC or of the Executive Committee at a reasonable and proper rate per annum not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the trustees;
- (c) of fees, remuneration or other benefits in money or money's worth to any company of which a member of the Executive Committee may also be a member holding not more than 1/100th part of the issued capital of that company;
- (d) of reasonable and proper rent for premises demised or let by any member of the REC or a member of the Executive Committee;
- (e) to any member of the Executive Committee of reasonable out-of-pocket expenses;
- (f) the payment of any premium in respect of any indemnity insurance to cover the liability of the members of the Executive Committee (or any of them) 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 REC, PROVIDED THAT any such insurance shall not extend to any claim arising from any act or omission which the members of the Executive Committee (or any of them) knew was a breach of duty or breach of trust or which was committed by the members of the Executive Committee (or any of them) in reckless disregard of whether it was breach of duty or breach of trust or not.

7 Liability

The liability of the members is limited.

8 Extent of liability

Every member of the REC undertakes to contribute to the assets of the REC in the event of the REC being wound up while he or she is a member or within one year after he or she ceases to be a member for payment of the debts and liabilities of the REC contracted before the time at which he or she ceases to be a member, and of the costs, charges or expenses of winding up the same, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding one pound (£).

9 Restrictions on amendments to Memorandum of Association

9.1 No addition, alteration or amendment shall be made to, or in provisions of, the Memorandum of Association for the time being in force, as shall make the REC a Company to which Section 30 of the Companies Act 1985 does not apply.

- 9.2** No resolution to amend any part of this Memorandum of Association or the Articles of Association shall be validly passed unless it has the prior approval of the Commission for Racial Equality.
- 9.3** No resolution to amend this Memorandum of Association or the Articles of Association, the effect of which is to make any variation or alteration whatsoever to the objects of the REC as set out in Clause 3 of this Memorandum, to the functions as set out in Clause 4 of this Memorandum, or to the provisions concerning dissolution as set out in Clause 10 of this Memorandum, or to this Clause, or which might otherwise affect the charitable status of the REC, shall be validly passed unless it has received the prior approval of the court or the Charity Commission or other authority having charitable jurisdiction.
- 9.4** Any amendment to this Memorandum of Association must be passed by a majority of not fewer than two thirds of the members present and entitled to vote at a quorate meeting of the REC and shall not be valid unless:
- (a) it has been proposed and seconded by the Executive Committee or not fewer than ten members of the REC;
 - (b) if not emanating from the Executive Committee, notice of the intention of the proposer and seconder to move the same has been given to the Executive Committee not less than 28 days before the meeting at which it is intended to move it;
 - (c) notice of the said intention to move the amending resolution has been given by the Executive Committee in writing to all members of the REC not less than 21 days before the meeting at which it is intended to move the same.

10 Disposal of assets on dissolution

If upon the winding up or dissolution of the REC there remains, after the satisfaction of all its debts and liabilities, any property whatsoever the same shall be paid or given or transferred to some other charitable body or bodies, institution or institutions having objects similar to some or all of the objects of the REC and which shall prohibit the distribution of its or their income and property amongst its or their members to an extent at least as great as is imposed on the REC under or by virtue of Clause 6 of this Memorandum, such body or bodies, institution or institutions to be determined by the Members of the REC at or before the time of dissolution or, if and so far as effect cannot be given to the aforesaid provision, shall be held for charitable purposes.