

Company number:

**COMPANIES ACTS 2006**  
**A COMPANY LIMITED BY GUARANTEE**  
**NOT HAVING A SHARE CAPITAL**

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**MEMORANDUM AND ARTICLES**  
**OF ASSOCIATION OF THE**  
**CHARITY LAW ASSOCIATION**

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(Incorporated on [ ])



**Companies Act 2006**

**Company limited by guarantee and not having a share capital**

**MEMORANDUM OF ASSOCIATION OF THE  
CHARITY LAW ASSOCIATION**

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

Name of each subscriber	Authentication by each subscriber
Paul Bater	
Benjamin Joe Lester Brice	
Joanne Claire Coleman	
Jenny Ebbage	
Eluned Nicola Jane Evans	
Elizabeth Alice Jones	
Anjali Kothari	
Reema Mouysset	
Gavin Graham Robert McEwan	
Sylvie Aurélie Nunn	
Alana Bevington Petraske	
Christopher Severyn Somerville Priestley	
Christine Margaret Rigby	
Timothy Rutherford	

Simon Steeden	
Joshua Ansel Sidney Winfield	
Dated:	

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## Companies Act 2006

Company limited by guarantee and not having a share capital

### ARTICLES OF ASSOCIATION OF THE CHARITY LAW ASSOCIATION

#### 1. INTERPRETATION

In these Articles, unless the context otherwise requires, the rules of interpretation set out in article 18 apply.

#### 2. NAME

The name of the Company is the Charity Law Association.

#### 3. LIMITED LIABILITY

The liability of the Members is limited.

#### 4. GUARANTEE

Every Member promises, if the Company is dissolved while they remain a Member or within 12 months afterwards, to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Company while they were a Member.

#### 5. OBJECTS

The Objects are specifically restricted to:

- 5.1 advancing the education of the Members and the public in charity law and matters relating thereto;
- 5.2 promoting such changes to charity law as appear to Members of the Company (based on their expertise in the field) to be necessary or desirable;
- 5.3 improve the administration of charities;
- 5.4 such other purposes relating to charity law and administration, including political, benevolent and philanthropic purposes, as may be thought fit.

## 6. POWERS

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

- 6.1 To encourage collaboration between all those interested and concerned with charity law.
- 6.2 To co-operate with other voluntary bodies, charities and statutory authorities operating in furtherance of the Objects or of similar purposes and to exchange information and advice with them.
- 6.3 To commission research, obtain advice and to collate and disseminate information relating to charity law and administration.
- 6.4 To identify, review, advise and comment on issues of charity law and its application.
- 6.5 To publish newsletters, books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter and to organise lectures, conferences, broadcasts and courses of instruction.
- 6.6 To purchase or otherwise acquire or found and to carry on schools and training courses.
- 6.7 To receive donations, endowments, subscriptions and legacies from persons desiring to promote the Objects or any of them.
- 6.8 To support, administer or set up other companies, including charities.
- 6.9 To raise funds.
- 6.10 To borrow money and give security for loans.
- 6.11 To acquire or hire property of any kind.
- 6.12 To let or dispose of property of any kind.
- 6.13 To make grants or loans of money and to give guarantees.
- 6.14 To set aside funds for special purposes or as reserves against future expenditure.
- 6.15 To deposit or invest in funds in any manner (but to invest only after obtaining such advice from a Financial Expert as the Directors consider necessary having regard to the suitability of investments and the need for diversification).
- 6.16 To delegate the management of investments to a Financial Expert, but only on terms that:

- 6.16.1 the investment policy is set down in writing for the Financial Expert by the Directors;
- 6.16.2 every transaction is reported regularly to the Directors;
- 6.16.3 the performance of the investments is reviewed regularly with the Directors;
- 6.16.4 the Directors are entitled to cancel the delegation arrangement at any time;
- 6.16.5 the investment policy and the delegation arrangement are reviewed at least once a year;
- 6.16.6 all payments due to the Financial Expert are on a scale or at a level which is agreed in advance and are reported regularly to the Directors on receipt; and
- 6.16.7 the Financial Expert must not do anything outside the powers of the Directors.
- 6.17 To arrange for investments or other property of the Company to be held in the name of a Nominee Company acting under the control of the Directors or of a Financial Expert acting under their instructions, and to pay any reasonable fee required.
- 6.18 To deposit documents and physical assets with any company registered or having a place of business in England and Wales as Custodian, and to pay any reasonable fee required.
- 6.19 To insure the property of the Company against any foreseeable risk and take out other insurance policies to protect the Company when required.
- 6.20 To pay for Indemnity Insurance for the Directors.
- 6.21 Subject to article 13, to employ, engage or contract with paid or unpaid agents, staff, service providers or advisers.
- 6.22 To enter into contracts to provide services to or on behalf of other bodies.
- 6.23 To establish or acquire subsidiary companies to assist or act as agents for the Company.
- 6.24 To acquire, merge with or enter into any partnership or joint venture arrangement with any other company formed for any of the Objects.
- 6.25 To pay the costs of forming the Company.
- 6.26 To do anything else within the law which promotes or helps to promote the Objects.

## 7. MEMBERSHIP

- 7.1 The Company must maintain a register of Members.
- 7.2 Membership of the Company is open to individuals (of age 18 years or older) who are interested in furthering the work of the Company.
- 7.3 Applications for membership shall be submitted to the Administrator (or, in the absence of an Administrator, to any such other person as the Directors may direct). The Administrator (or other person as applicable) may admit the application to membership or refer the application to the Directors. The Directors have absolute discretion whether to allow or refuse any application referred to them.
- 7.4 The Directors may appoint persons or organisations as honorary members, and may remove such honorary members, at their discretion. Honorary members shall not be Members or pay an annual subscription and may speak, but not vote, on decisions taken by the Company. Honorary members shall receive notice of Members' meetings.
- 7.5 All Members shall have one vote.
- 7.6 All Members shall pay an annual subscription.
- 7.7 The Directors may from time to time determine the amount of subscription payable on such a day and in such a manner of their choosing. The Directors may establish different categories of Members and set different subscription fees for each category, provided that the Directors may not create different classes of members with different rights within the meaning of those parts of the Companies Acts which deal with class rights.
- 7.8 The Directors may waive the membership subscription of any Member at their discretion and for such a period as they determine.
- 7.9 Membership is terminated automatically if the subscription of any Member goes unpaid for more than four (4) months after becoming due and the Company removes the Member's name from the register of Members.
- 7.10 The Directors, acting unanimously, may terminate the membership of any Member if, in the opinion of the Directors, the Member has done any act or thing prejudicial to the interests of the Company (or omitted to do any act or thing the result of which omission is prejudicial to the interests of the Company) and the Directors have given written notice to them of the termination of their membership. The individual Member concerned shall have the right to make written representations to the Directors, before a final decision is made.
- 7.11 Membership of the Company is not transferable.

## 8. GENERAL MEETINGS

- 8.1 A general meeting may be called at any time by the Directors and must be called within 14 clear days of a written request from at least one third of the Directors. Meetings are called on at least 14 clear days' written notice specifying the business to be discussed and provided to all Members of the Company. If the meeting is to be an AGM, the notice must say so.
- 8.2 Members are entitled to attend general meetings either personally, (in the case of a Member organisation) by an authorised representative, by proxy or by suitable means agreed by the Directors in which all participants may communicate with all the other participants. Proxy forms must be delivered to the Secretary at least 24 hours before the general meeting.
- 8.3 There is a quorum at a general meeting if the number of Members present in person (at the location specified in the notice) or by proxy is at least 20.
- 8.4 The Chair, failing whom the Deputy Chair, or (if the Chair and Deputy Chair are unable or unwilling to do so) some other Member elected by those present presides at a general meeting.
- 8.5 Except where otherwise provided by the Articles or the Companies Acts, every issue is decided by a majority of the votes cast.
- 8.6 Every Member present in person or acting through an authorised representative or by proxy has one vote on each issue (but for the avoidance of doubt a Member who holds a proxy vote for another Member may also vote on behalf of that Member as their proxy).
- 8.7 A written resolution approved by a majority of those entitled to vote at a meeting (or, where the Companies Acts require, a greater majority) is as valid as a resolution actually passed at that meeting, provided it is passed in accordance with part 13, Chapter 2 of the Companies Act 2006. The written resolution may be set out in more than one counterpart.
- 8.8 The Chair's declaration of the result of any vote at a general meeting shall be conclusive evidence of the fact.
- 8.9 Except when first incorporated, the Company must hold an AGM in every year. The first AGM must be held within 18 months after the Company's incorporation. Not more than 15 months may elapse between successive AGMs.
- 8.10 At an AGM, the Members:
- 8.10.1 receive the Company's accounts for the previous financial year;
  - 8.10.2 receive the Directors' report on the Company's activities for the previous financial year;



- 8.10.3 accept the retirement of Directors and appointment of Directors to fill any vacancies;
  - 8.10.4 appoint auditors or Independent Examiners for the Company (if required); and
  - 8.10.5 may discuss and determine any issues of policy or deal with any other business, provided the matter in question has been put before them by the Directors.
- 8.11 The Secretary shall give notice to Members of any Director posts to be vacated at the AGM and invite Members to stand for election.
- 8.12 Members' nominations for the position of Director must be made in writing and in accordance with any timescale set by the Secretary in the notice of vacancies issued pursuant to 8.11. Where nominations exceed vacancies election shall be by ballot organised by the Directors. The ballot shall close not less than four weeks after the date of the notice issued in accordance with 8.11. The result of the ballot shall be announced at the AGM.

## **9. HONORARY PRESIDENT**

From time to time the Directors may elect a President of the Company to hold office for such a period as the Directors think fit. The President shall be an honorary member for so long as they hold office and shall also be entitled to attend meetings of the Directors (but not to vote). The President may always stand for re-election.

## **10. THE DIRECTORS**

- 10.1 The Directors have control of the Company and its property and funds.
- 10.2 There shall be not more than 20 Directors, each of whom must be an individual who is a Member of the Company.
- 10.3 If at any time the number of Directors falls below 20, the remaining Directors may act to appoint co-opted Members as further Directors as required. Any Director so appointed may only remain in office until the next AGM of the Company.
- 10.4 The subscribers to the Memorandum are the first Directors. Subject to article 10.3, subsequent Directors are to be elected by the Members in accordance with article 8.10 to 8.12 or co-opted in accordance with article 10.3.
- 10.5 Subject to article 10.6, Directors are appointed for a term of three years and shall stand down at the AGM of the Company nearest to the third anniversary of their appointment, but they may be reappointed. A Director

who has served three consecutive terms of office shall not be eligible to stand for re-election until they have been out of office for at least one year, unless the Director is permitted to stand by a resolution of the other Directors.

10.6 Where, immediately prior to incorporation of the Company, a Director was a member of the executive committee of the Unincorporated CLA, for the purposes of calculating:

10.6.1 the length of time that Director has been in office as a Director;

10.6.2 the date on which the Director is next due to retire by rotation;

10.6.3 the number of consecutive terms of office the Director has served;

10.6.4 whether the Director has served the maximum permitted consecutive terms in office in accordance with these Articles; and

10.6.5 when the Director may next stand for re-election,

any relevant period served by that Director as a member of the executive committee of the Unincorporated CLA shall be taken into account (and the schedule kept by the Administrator setting out the dates of any relevant appointments and re-appointments shall be conclusive).

10.7 A Director's term of office automatically terminates if the Director:

10.7.1 ceases to be a Member;

10.7.2 is prohibited by law from being a director of a company;

10.7.3 is, in the opinion of the other Directors, at any time incapable, whether mentally or physically, of managing his or her own affairs, the Directors have given the Director written notice to that effect, and seven (7) days have elapsed from the date that notice was sent to the Director;

10.7.4 is absent from all meetings of the Directors held within a six month period and the other Directors resolve that the Director's office be vacated;

10.7.5 is, being a solicitor, barrister or accountant, removed from the relevant roll, struck off or suspended for misconduct by the professional body which regulates them;

10.7.6 resigns by written notice to the Directors (but only if at least five Directors will remain in office);

10.7.7 in the reasonable opinion of the other Directors, has done any act or thing prejudicial to the interests of the Company (or omitted to

do any act or thing the result of which omission is prejudicial to the interests of the Company), the other Directors have given written notice to them of the termination of their directorship and seven (7) days have elapsed from the date that notice was sent; provided that the director concerned has the right to make representations to the Directors, accompanied by a friend, before a final decision is made; or

10.7.8 is removed by resolution of the Members in accordance with the Companies Acts.

10.8 A technical defect in the appointment of a Director of which the Directors are unaware at the time does not invalidate proceedings of the Directors.

## **11. DIRECTORS' PROCEEDINGS**

11.1 Subject to the provisions of the Articles, the Directors may regulate their proceedings as they think fit.

11.2 The Directors must hold at least two meetings each year.

11.3 The Chair, the Deputy Chair or two Directors may call a meeting at any time, provided the Directors receive not less than two days' notice of the matters for discussion. If the matters include the appointment of a co-opted Member as a Director not less than 21 days' notice must be given unless the Directors consent to shorter notice.

11.4 A quorum at a meeting of the Directors is at least five of the Directors.

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

11.6 The Chair, failing whom the Deputy Chair, or (if the Chair and Deputy Chair are unable or unwilling to do so) some other Director chosen by the Directors present presides at each meeting.

11.7 Every issue may be determined by a simple majority of the votes cast at a meeting, but a written resolution approved by a majority of the Directors eligible to vote on the resolution is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last approval required for a majority. Where the resolution contains a date upon which it lapses if it has not been approved, the resolution shall be treated as not passed if the requisite number of approvals has not been received by the specified date.

11.8 Every Director has one vote on each issue, except the Chair who shall have a casting vote in the case of an equality of votes.

- 11.9 The Directors shall keep minutes of the proceedings at meetings of the Directors.
- 11.10 A procedural defect of which the Directors are unaware at the time does not invalidate decisions.

## **12. DIRECTORS' POWERS**

The Directors have the following powers in the administration of the Company:

- 12.1 To appoint (and remove) from among their number the following honorary officers:
- a) a Chair;
  - b) a Deputy Chair;
  - c) a Secretary; and
  - d) a Treasurer.
- 12.2 To hold any honorary officer position to which they are appointed pursuant to article 12.1, (subject to any standing orders made pursuant to article 12.5) for as long as they hold the position of Director, unless they resign from that position prior to leaving office or reach the end of their term of office.
- 12.3 To delegate to the honorary officers the power to agree the level of remuneration of the Administrator, subject to formal approval by the Directors.
- 12.4 To delegate any of their functions to committees consisting of two or more individuals appointed by the Directors. At least one member of every committee must be a Director and all proceedings of committees must be reported regularly to the Directors.
- 12.5 To make standing orders consistent with the Articles and the Companies Acts to govern proceedings at general meetings and to prescribe a form of proxy.
- 12.6 To make rules consistent with the Articles and the Companies Acts to govern their proceedings and proceedings of committees.
- 12.7 To make regulations consistent with the Articles and the Companies Acts to govern the administration of the Company and the use of its seal (if any).
- 12.8 To establish working parties and agree rules and terms of reference relating to the operation of any working parties.

- 12.9 To establish procedures to assist the resolution of disputes or differences within the Company.
- 12.10 To exercise any powers of the Company which are not reserved to the Members.

### **13. BENEFITS TO MEMBERS AND DIRECTORS**

- 13.1 The property and funds of the Company must be used only for promoting the Objects and do not belong to the Members but:
  - 13.1.1 Members may be paid interest at a reasonable rate on money lent to the Company; and
  - 13.1.2 Members may be paid a reasonable rent or hiring fee for property or equipment let or hired to the Company.
- 13.2 A Director must not receive any payment of money or other material benefit (whether directly or indirectly) from the Company except:
  - 13.2.1 as mentioned in articles 6.20 (Indemnity Insurance) and articles 13.1.1 (interest), 13.1.2 (rent) or 13.3 (contractual payments);
  - 13.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Company;
  - 13.2.3 an indemnity in respect of any liabilities properly incurred in running the Company (including the costs of a successful defence to criminal proceedings);
  - 13.2.4 payment to any company in which a Director has no more than a 1 per cent shareholding; and
  - 13.2.5 in exceptional cases, other payments or benefits, if the other Directors agree unanimously.
- 13.3 A Director may not be an employee of the Company, but a Director or a Connected Person may enter into a contract with the Company to supply goods or services in return for a payment or other material benefit if:
  - 13.3.1 the goods or services are actually required by the Company;
  - 13.3.2 the nature and level of the benefit is no more than reasonable in relation to the value of the goods or services and is set at a meeting of the Directors in accordance with the procedure in article 13.5; and
  - 13.3.3 no more than half of the Directors are interested in such a contract in any financial year.

13.4 Whenever a Director has a personal interest in a matter falling within articles 13.1, 13.2 or 13.3 which is to be discussed at a meeting of the Directors or a committee, the Director must comply with the procedure in article 13.5.

13.5 Where this article applies, a Director must:

13.5.1 declare an interest before the meeting or at the meeting before discussion begins on the matter;

13.5.2 be absent from the meeting for that item unless expressly invited to remain in order to provide information;

13.5.3 not be counted in the quorum for that part of the meeting unless the other Directors agree unanimously that the interest is so minor that it will not affect the decisions of the Director; and

13.5.4 have no vote on the matter and be absent during the vote if so requested by the other Directors.

#### **14. CONFLICTS OF INTEREST**

14.1 Directors must avoid Conflicts of Interest and wherever a Conflict of Interest arises in a matter to be discussed at a meeting of the Directors or a committee, a Conflicted Director must comply with the procedure set out in article 13.5.

14.2 Where a Director has a conflict of interest and the Director has complied with his or her obligations under these Articles in respect of that conflict:

14.2.1 the Director shall not be in breach of his or her duties to the Company by withholding confidential information from the Company if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her; and

14.2.2 the Director shall not be accountable to the Company for any benefit expressly permitted under these Articles which he or she derives from any matter or from any office, employment or position.

#### **15. RECORDS AND ACCOUNTS**

15.1 The Directors must comply with the requirements of the Companies Acts as to keeping financial records, accounts and the preparation and transmission to the Registrar of Companies of:

15.1.1 Confirmation statement;

15.1.2 annual reports; and

- 15.1.3 annual statements of account.
- 15.2 The Directors must keep proper records of:
  - 15.2.1 all proceedings at Members' meetings;
  - 15.2.2 all proceedings at meetings of the Directors;
  - 15.2.3 all reports of committees; and
  - 15.2.4 all professional advice obtained.
- 15.3 The Directors may elect to have the accounts audited (whether or not this is required by law).
- 15.4 Accounting records relating to the Company must be made available for inspection by any Director at any time during normal office hours.
- 15.5 A copy of the Company's latest available statement of account must be supplied on request to any Director or Member. A copy must also be supplied, within two months, to any other person who makes a written request and pays the Company's reasonable costs.

## **16. NOTICES**

- 16.1 Notices under the Articles may be sent by hand, by post or by suitable electronic means or any newsletter distributed by the Company.
- 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 or overseas post to that address;
  - 16.3.4 on the date of distribution of a newsletter containing the notice;
  - 16.3.5 on being handed to the Member personally; or, if earlier,
  - 16.3.6 as soon as the Member acknowledges actual receipt.
- 16.4 A technical defect in the giving of notice of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

## 17. DISSOLUTION

If the Directors decide it is necessary or advisable to dissolve the Company they shall call a meeting of all Members with not less than 21 days' notice. If the proposal is confirmed by a two-thirds majority of those present and eligible to vote, the Directors shall have the power to realise any assets held by or on behalf of the Company. Any assets remaining after satisfaction of any proper debts and liabilities shall be given or transferred to such institution or institutions having objects similar to the Objects as the Members may determine or failing that shall be applied for some charitable purpose.

## 18. INTERPRETATION

In the Articles, unless the context indicates another meaning:

‘Administrator’ means any person engaged by the Directors to provide administration services to the Company;

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

‘the Articles’ means the Company’s articles of association;

‘Chair’ means the chair of the Directors appointed in accordance with 12.1(a);

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

‘clear day’ has the meaning set out in section 360 Companies Act 2006;

‘the Companies Acts’ means the Companies Acts (as defined in section 2 of the Companies Act 2006);

‘Conflict of Interest’ includes a conflict of interest and duty and a conflict of duties;

‘Conflicted Director’ means any Director who has a Conflict of Interest in relation to a matter to be discussed or voted upon at a meeting of the Directors;

‘Connected Person’ means any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Director, any Firm of which a Director is a member, partner, director, employee or shareholder having a beneficial interest in more than 1 per cent of the capital;

‘Custodian’ means a person or body who undertakes safe custody of assets or of documents or records relating to them;

‘Deputy Chair’ means the deputy chair of the Directors appointed in accordance with 12.1(b);



‘Director’ means a director of the Company and ‘Directors’ means the directors;

‘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 Company’s financial year;

‘Firm’ includes a limited liability partnership and company;

‘Indemnity Insurance’ means insurance against personal liability incurred by any Director for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Director concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;

‘Member’ refers to the members admitted to the register of members of the Company;

‘Memorandum’ means the Company’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;

‘the Objects’ means the Objects of the Company as defined in article 5;

‘President’ means the honorary president of the Company as elected by the Directors;

‘Secretary’ means the Director appointed as secretary appointed in accordance with article 12.1(c) (but for the avoidance of doubt, the secretary may or may not be a company secretary as defined in the Companies Acts);

‘Treasurer’ means the Director appointed as treasurer in accordance with article 12.1(d);

‘Unconflicted Director’ means any Director who has no Conflict of Interest in relation to a matter to be discussed or voted upon at a meeting of the Directors;

‘Unincorporated CLA’ means the unincorporated association known as the Charity Law Association in existence on the date the Company was incorporated, the assets and activities of which have been transferred to the Company;

‘written’ or ‘in writing’ refers to a the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise;

‘year’ means calendar year.

18.1 Expressions defined in the Companies Acts have the same meaning.

18.2 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.

18.3 Words denoting the singular include the plural and *vice versa*.

## **19. EXCLUSION OF MODEL ARTICLES**

None of the regulations contained in the Companies (Model articles) Regulations 2008 apply to the Company and these articles alone are the articles of association of the Company

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