



Companies Act 2006

Company Limited by Guarantee

## **Articles of Association of The Michael Causer Foundation**

### 1 Name

The company's name is The Michael Causer Foundation

(and in this document it is called "the Charity")

### 2 Registered office

The registered office of the Charity is to be in England and Wales

### 3 Objects

The charity's objects are restricted to the following:

To promote equality and diversity for the public benefit and in particular the elimination of discrimination in relation to lesbian, gay, bisexual and transgender (LGBT) people, particularly (but not exclusively) by:

- a) Advancing education of the public with regard to all aspects of discrimination in relation to LGBT people, including raising awareness of the extent and impact of hate crime relating to LGBT people;
- b) Relieving the mental and physical sickness of persons living in, working in, or visiting the Merseyside area who are affected by homophobic and transphobic hate crime by the provision of counselling and support for such persons, particularly, but not exclusively, through the establishment of emergency accommodation for vulnerable LGBT people, and support for the victims of LGBT hate crime and their families;
- c) Associating with voluntary organisations, governmental, public and private bodies to develop and maximise the effectiveness of voluntary organisations run by and for LGBT people

### 4 Powers

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

- 4.1 To promote or carry out research.
- 4.2 To provide advice.
- 4.3 To publish or distribute information.
- 4.4 To co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them.
- 4.5 To establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects.
- 4.6 To acquire, merge with or to enter into any partnership or joint venture arrangement with any other charity.
- 4.7 To raise funds (but not by means of **taxable trading**).
- 4.8 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the **Charities Act**).
- 4.9 To acquire or hire property of any kind.
- 4.10 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act).
- 4.11 To make grants or loans of money and to give guarantees.
- 4.12 To set aside funds for special purposes or as reserves against future expenditure.
- 4.13 To deposit or invest in funds in any manner (but to invest only after obtaining such advice from a **financial expert** as the **Trustees** consider necessary and having regard to the suitability of investments and the need for diversification).
- 4.14 To delegate the management of investments to a financial expert, but only on terms that:
  - (1) the investment policy is set down **in writing** for the financial expert by the Trustees;
  - (2) every transaction is reported promptly to the Trustees;
  - (3) the performance of the investments is reviewed regularly with the Trustees;
  - (4) the Trustees are entitled to cancel the delegation arrangement at any time;

- (5) the investment policy and the delegation arrangement are reviewed at least once a **year**;
  - (6) all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
  - (7) the financial expert must not do anything outside the powers of the Trustees.
- 4.15 To arrange for investments or other property of the Charity to be held in the name of a **nominee company** acting under the control of the Trustees or of a financial expert acting under their instructions, and to pay any reasonable fee required.
- 4.16 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.
- 4.17 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required.
- 4.18 To pay for **indemnity insurance** for the Trustees.
- 4.19 Subject to clause 5, to employ paid or unpaid agents, staff or advisers.
- 4.20 To enter into contracts to provide services to or on behalf of other bodies.
- 4.21 To establish or acquire subsidiary companies to assist or act as agents for the Charity.
- 4.22 To pay the costs of forming the Charity.
- 4.23 To do anything else within the law which promotes or helps to promote the Objects.

## 5 Application of Income and Property

- 5.1 The income and property of the Charity must be applied solely towards the promotion of the Objects.
- 5.2 None of the income or property of the charity may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the charity, but this does not prevent the following:

- (1) members who are not Trustees may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied;
- (2) members (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity;
- (3) members (including Trustees) may be paid a reasonable rent or hiring fee for property or equipment let or hired to the Charity; and
- (4) individual members who are not Trustees but who are also **beneficiaries** may receive charitable benefits in that capacity.

5.3 A Trustee must not receive any payment of money or other **material benefit** (whether directly or indirectly) from the Charity except:

- (1) as mentioned in clauses 4.18 (indemnity insurance), 5.2(2) (interest), 5.2(3) (rent);
- (2) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Charity;
- (3) an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
- (4) payment to any company in which a Trustee has no more than a 1 per cent shareholding; and
- (5) in exceptional cases, other payments or benefits (but only with the **written** approval of the **Commission** in advance).

5.4 A Trustee may not be an employee of the Charity.

5.5 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee, he or she must:

- (1) declare an interest before the meeting or at the meeting before discussion begins on the matter;
- (2) be absent from the meeting for that item unless expressly invited to remain in order to provide information;

(3) not be counted in the quorum for that part of the meeting;  
and

(4) be absent during the vote and have no vote on the matter.

5.6 This clause may not be amended without the written consent of the Commission in advance.

## 6 Limited Liability

The liability of the members is limited.

## 7 Guarantee

Every member of the charity promises, if the charity is dissolved while he, she or it remains a member or within 12 months afterwards, to pay up to £10 towards the costs of dissolution and the liabilities incurred by the Charity while he, she or it was a member.

## 8 Membership

8.1 The subscribers to the memorandum are the first members of the charity.

8.2 The Charity must maintain a register of **members**.

8.3 **Membership** of the Charity is open to any individual or organisation interested in promoting the **Objects** who:

(1) applies to the Charity in the form required by the **Trustees**;

(2) is approved by the Trustees; and

(3) signs the register of members or consents **in writing** to become a member either personally or (in the case of an organisation) through an **authorised representative**.

8.3 The Trustees may establish different classes of membership (including **informal membership**), prescribe their respective privileges and duties and set the amounts of any subscriptions.

8.4 Membership is terminated if the member concerned:

(1) gives **written** notice of resignation to the Charity, unless after the resignation, there would be less than two members;

(2) dies or (in the case of an organisation) ceases to exist;

- (3) is more than six **months** in arrears in paying the relevant subscription, if any (but in such a case the member may be reinstated on payment of the amount due); or
- (4) is removed from membership by resolution of the Trustees on the ground that in their reasonable opinion the member's continued membership is harmful to the Charity. The Trustees may only pass such a resolution after notifying the member in writing and considering the matter in the light of any written representations which the member concerned puts forward within 14 **clear days** after receiving notice.

8.5 Membership of the Charity is not transferable.

## 9 General Meetings

- 9.1 Members are entitled to attend general meetings, either personally or (in the case of a member organisation) by an authorised representative, or by proxy. Proxy forms must be delivered to the **Secretary** at least 24 hours before the meeting. General meetings are called on at least 21 clear days' written notice specifying the business to be discussed.
- 9.2 There is a quorum at a general meeting if the number of members or authorised representatives present, in person or by proxy, is at least five (or one tenth of the members if greater).
- 9.3 The **Chairperson** or (if the Chairperson is unable or unwilling to do so) some other member elected by those present presides at a general meeting.
- 9.4 Except where otherwise provided by the **Articles** or the **Companies Act**, every issue is decided by a majority of the votes cast.
- 9.5 Every member present in person or through an authorised representative or by proxy has one vote on each issue.
- 9.6 A written resolution is as valid as a resolution actually passed at a general meeting. For this purpose the written resolution may be set out in more than document and will be treated as passed provided that:
  - (1) a copy of the proposed resolution has been sent to every member

(2) it is contained in an authenticated written or electronic document which has been received at the registered office within the period of 28 days beginning with the circulation date.

(3) A simple majority or in the case of a special resolution a majority of not less than 75% has signified its agreement with the resolution

9.7 A written resolution may not be used to remove a director or auditor.

9.8 The Charity will hold an Annual General Meeting in every year, at which all members entitled to attend and vote may attend to the business outlined in clause 9.9.

9.9 At an AGM the members:

(1) receive the accounts of the Charity for the previous **financial year**;

(2) receive the Trustees' report on the Charity's activities since the previous AGM;

(3) accept the retirement of those Trustees who wish to retire or who are retiring by rotation;

(4) elect Trustees to fill the vacancies arising;

(5) appoint auditors for the Charity;

(6) may confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the Charity; and

(7) may discuss and determine any issues of policy or deal with any other business put before them by the Trustees.

9.10 If no AGM is to be held then the accounts will be circulated to all members within 9 months of the company's year end date. If no AGM is held then election of Trustees to fill vacancies arising should take place annually, at a General Meeting called for the purpose.

9.11 A General Meeting may be called at any time by the Trustees and must be called within 28 clear days on a written request from at least five members.

## 10. The Trustees

- 10.1 The Trustees as **charity trustees** have control of the Charity and its property and funds.
- 10.2 The Trustees when complete consist of at least three and not more than twelve individuals, all of whom must be members aged 18 or over.
- 10.3 The first Trustees shall be those persons notified to Companies House as the first Directors of the charity.
- 10.4 Every Trustee after appointment or reappointment must sign a declaration of willingness to act as a charity trustee of the Charity before he or she may vote at any meeting of the Trustees.
- 10.5 One third (or the number nearest one third) of the Trustees must retire each year, or at the AGM should the charity hold one. If no AGM takes place then Trustee elections should take place annually at a General Meeting called for the purpose. Those longest in office should retire first and the choice between any of equal service being made by drawing lots.
- 10.6 A retiring Trustee who remains qualified may be reappointed.
- 10.7 A Trustee's term of office automatically terminates if he or she:
  - (1) ceases to be Trustee by virtue of any provision in the Companies Acts or is prohibited by law from being a Director
  - (2) is disqualified under the Charities Act from acting as a charity trustee;
  - (3) is incapable, whether mentally or physically, of managing his or her own affairs;
  - (4) is absent without notice from three consecutive meetings of the Trustees;
  - (5) ceases to be a member of the Charity;
  - (6) resigns by written notice to the Trustees (but only if at least two Trustees will remain in office);
  - (7) is removed by resolution of the members present and voting at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views;



- 10.8 The Trustees may at any time co-opt any individual who is qualified to be appointed as a Trustee to fill a vacancy in their number, but a co-opted Trustee holds office only until the next AGM (where the charity holds one), or until the next election of Trustees takes place, whichever is the sooner.
- 10.9 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

## 11 Trustees' proceedings

- 11.1 The Trustees must hold at least four meetings each year.
- 11.2 A quorum at a meeting of the Trustees is 3 or one third of the total number of Trustees (whichever is the greater).
- 11.3 No decision may be made by a meeting of the Trustees unless a quorum is present at the time the decision is purported to be made. Present includes being present by suitable electronic means agreed by the Trustees in which a participant or participants may communicate with all the other participants.
- 11.4 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants.
- 11.5 The Chairperson or (if the Chairperson is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 11.6 Every issue may be determined by a simple majority of the votes cast at a meeting, but a written resolution signed by all the Trustees 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 signature.
- 11.7 If the number of Trustees is less than the number fixed as the quorum, the continuing Trustees may act only for the purpose of filling vacancies or of calling a General Meeting.
- 11.8 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

## 12 Declaration of Trustees Interests

A Trustee must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or

arrangement with the charity or in any transaction or arrangement entered into by the charity which has not been previously declared. A Trustee must absent himself or herself from any discussions of the Trustees in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the charity and any personal interest (including but not limited to any personal financial interest).

### 13 Trustees' powers

The Trustees have the following powers in the administration of the Charity:

- 13.1 Should they decide to, they can appoint (and remove) any member (who may be a Trustee) or employee to act as Company Secretary.
- 13.2 To appoint a Chairperson, Treasurer and other honorary officers from among their number.
- 13.3 To delegate any of their functions to committees consisting of two or more individuals appointed by them. At least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees.
- 13.4 To make standing orders consistent with the Articles and the Companies Act to govern proceedings at general meetings and to prescribe a form of proxy.
- 13.5 To make rules consistent with the Articles and the Companies Act to regulate the admission of members of the charity, and the rights and privileges of membership, and to govern their proceedings and proceedings of committees, providing that the rules may be altered, added to or repealed in General Meeting.
- 13.6 To make regulations consistent with the Articles and the Companies Act to govern the administration of the Charity and the use of its seal (if any).
- 13.7 To establish procedures to assist the resolution of disputes or differences within the Charity.
- 13.8 To exercise any powers of the Charity which are not reserved to a General Meeting.

### 14 Records and Accounts

- 14.1 The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to keeping financial

records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the **Commission** of:

- (1) annual returns;
- (2) annual reports; and
- (3) annual statements of account.

14.2 The Trustees must keep proper records of:

- (1) all proceedings at general meetings;
- (2) all proceedings at meetings of the Trustees;
- (3) all reports of committees; and
- (4) all professional advice obtained.

14.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours and may be made available for inspection by members who are not Trustees if the Trustees so decide.

14.4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or member. A copy must also be supplied, within two months, to any other person who makes a written request and pays the Charity's reasonable costs.

## 15 Notices

15.1 Notices under the Articles may be sent by hand, by post or by suitable electronic means.

15.2 The only address at which a member is entitled to receive notices sent by post is an address shown in the register of members.

15.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

- (1) 24 hours after being sent by electronic means or delivered by hand to the relevant address;
- (2) two clear days after being sent by first class post to that address;
- (3) three clear days after being sent by second class or overseas post to that address;

- (4) on being handed to the member (or, in the case of a member organisation, its authorised representative) personally; or, if earlier,
- (5) as soon as the member acknowledges actual receipt.

15.4 A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

## 16. Amendment

16.1 Subject to the following provisions the articles of association may be altered by a special resolution of the members. Members must receive notice of the resolution, setting out the terms of the alteration proposed.

16.2 No amendment may be made to article 1 (the name of charity), article 3 (the objects), article 5.4 (personal benefits), article 16 (dissolution clause) or this article without the prior consent in writing of the Commissioners.

16.3 No amendment may be made which would have the effect of making the Charity cease to be a charity at law.

16.4 The Trustees shall promptly send to the Charity Commissioners a copy of any amendment made under this clause.

## 17. Dissolution

17.1 The members of the charity may at any time before, and in expectation of, its dissolution resolve that any net assets of the charity after all its debts and liabilities have been paid, or provision has been for them, shall on or before the dissolution of the charity be applied or transferred in one or more of the following ways:

- (1) by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects; or
- (2) directly for the Objects or for charitable purposes which are within or similar to the Objects; or
- (3) in such other manner consistent with charitable status as the Commission approve in writing in advance.

17.2 Subject to any such resolution of the members of the charity, the directors may at any time before and in anticipation of its dissolution resolve that any net assets of the charity after all its debts and liabilities have been paid, or provision made for them, shall on or before dissolution of the charity be applied or transferred in one or more of the following ways:

- (1) by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects; or
- (2) directly for the Objects or for charitable purposes which are within or similar to the Objects; or
- (3) in such other manner consistent with charitable status as the Commission approve in writing in advance.

17.3 In no circumstance shall the net assets of the charity be paid to or distributed among the members of the charity (except to a member that is in itself a charity) and if no decision is taken regarding the allocation of net assets upon dissolution, the net assets of the charity shall be applied for charitable purposes as directed by the Court or the Commission.

17.4 A final report and statement of account must be sent to the Commission.

## 18 Interpretation

In the Memorandum and in the Articles, unless the context indicates another meaning:

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

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

‘authorised representative’ means an individual who is authorised by a member organisation to act on its behalf at meetings of the Charity and whose name is given to the Secretary;

‘Chairperson’ means the Chairperson of the Trustees;

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

‘the Charities Act’ means the Charities Act 2006;

‘charity trustee’ has the meaning prescribed by section 97(1) of the Charities Act;

'clear day' means 24 hours from midnight following the relevant event;

'the Commission' means the Charity Commissioners for England and Wales;

'the Companies Act' means the Companies Act 2006;

'custodian' means a person or body who undertakes safe custody of assets or of documents or records relating to them;

'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 Charity's financial year;

'firm' includes a limited liability partnership;

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

'informal membership' refers to a supporter who may be called a 'member' but is not a company member of the Charity.

'material benefit' means a benefit which may not be financial but has a monetary value;

'member' and 'membership' refer to company membership of the Charity;

'Memorandum' means the Charity'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 Charity as defined in clause 3 of the Articles;

'Secretary' means the company secretary of the Charity;

'taxable trading' means carrying on a trade or business for the principal purpose of raising funds and not for the purpose of

actually carrying out the Objects, the profits of which are subject to corporation tax;

'Trustee' means a director of the Charity and 'Trustees' means the directors.

'written' or 'in writing' refers to a legible document on paper [not] including a fax message;

'year' means calendar year.

18.2 Expressions defined in the Companies Act have the same meaning.

18.3 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.