

Companies Acts 1985 and 1989

Company limited by guarantee

MEMORANDUM OF ASSOCIATION OF +ME POSITIVE ABOUT CHANGE

1. Name

The name of the Charity is +Me Positive About Change (the Charity)

2. Registered Office

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

3. Objects

The Objects of the Charity are to promote the relief in need of people in Barnsley and the surrounding areas who are HIV positive or who have AIDS or AIDS related conditions or who have been co-infected with Hepatitis C, primarily but not exclusively by providing education, information, advice and support.

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 bodies.
- 4.5 To support, administer or set up other charities.
- 4.6 To raise funds (but not by means of taxable trading).
- 4.7 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act).
- 4.8 To acquire or hire property of any kind.
- 4.9 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act).
- 4.10 To make grants or loans of money and to give guarantees.

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- 4.11 To set aside funds for special purposes or as reserves against future expenditure.
- 4.12 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).
- 4.13 To delegate the management of investments to a financial expert, but only on terms that:
 - 4.13.1 the investment policy is set down in writing for the financial expert by the Trustees;
 - 4.13.2 every transaction is reported promptly to the Trustees;
 - 4.13.3 the performance of the investments is reviewed regularly with the Trustees;
 - 4.13.4 the Trustees are entitled to cancel the delegation arrangement at any time;
 - 4.13.5 the investment policy and the delegation arrangement are reviewed at least once a year;
 - 4.13.6 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
 - 4.13.7 the financial expert must not do anything outside the powers of the Trustees.
- 4.14 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.
- 4.15 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.
- 4.16 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required.
- 4.17 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.

Any such insurance shall not extend to

- 4.17.1 any liability resulting from conduct which the trustees knew, or must be

assumed to have known, was not in the best interests of the charity, or which the trustees did not care whether it was in the best interests of the charity or not;

4.17.2 any liability to pay the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or willful or reckless misconduct of the trustees;

4.17.3 any liability to pay a fine.

- 4.18 Subject to clause 5, to employ paid or unpaid agents, staff or advisers.
- 4.19 To enter into contracts to provide services to or on behalf of other bodies.
- 4.20 To establish or acquire subsidiary companies to assist or act as agents for the Charity.
- 4.21 To pay the costs of forming the Charity.
- 4.22 To do anything else within the law which promotes or helps to promote the Objects.

5. Benefits to Members and Trustees

- 5.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the members but:

5.1.1 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;

5.1.2 members (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity;

5.1.3 members (including Trustees) may be paid a reasonable rent or hiring fee for property or equipment let or hired to the Charity; and

5.1.4 individual members (including Trustees) who are also beneficiaries may receive charitable benefits in that capacity.

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

5.2.1 as mentioned in clauses 4.17 (indemnity insurance), 5.1.2 (interest), 5.1.3 (rent), 5.1.4 (charitable benefits) or 5.3 (contractual payments);

5.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Charity;

5.2.3 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);

- 5.2.4 payment to any company in which a Trustee has no more than a 1 per cent shareholding; and
- 5.2.5 in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance).
- 5.3 A Trustee may not be an employee of the Charity, but a Trustee or a connected person may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit if:
 - 5.3.1 the goods or services are actually required by the Charity;
 - 5.3.2 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 Trustees in accordance with the procedure in clause 5.4; and
 - 5.3.3 no more than one half of the Trustees are interested in such a contract in any financial year.
- 5.4 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:
 - 5.4.1 declare an interest before the meeting or at the meeting before discussion begins on the matter;
 - 5.4.2 be absent from the meeting for that item unless expressly invited to remain in order to provide information;
 - 5.4.3 not be counted in the quorum for that part of the meeting; and
 - 5.4.4 be absent during the vote and have no vote on the matter.
- 5.5 This clause may not be amended without the written consent of the Commission in advance.

6. Limited Liability

The liability of members is limited.

7. Guarantee

Every member promises, if the Charity is dissolved while he, she or it remains a member or within 12 months afterwards, to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Charity while he or she was a member.

8. Dissolution

8.1 If the Charity is dissolved, the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways:

8.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;

8.1.2 directly for the Objects or for charitable purposes which are within or similar to the Objects;

8.1.3 in such other manner consistent with charitable status as the Commission approve in writing in advance.

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

9. Interpretation

9.1 Words and expressions defined in the Articles have the same meanings in the Memorandum.

9.2 References to an Act of Parliament are references to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

We wish to be formed into a company under this Memorandum of Association:

Names & Addresses Of Subscribers		Subscribers' Signatures
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Name	Karl Mark Cooper	K M Cooper
Address	15 Wheatcrofts, Barnsley, South Yorkshire, S70 6BZ	
Name	Thomas Scott Wilson	T S Wilson
Address	4 Greenbank, Barnsley, South Yorkshire, S71 3RS	
Name	David Christopher Allen	David C Allen
Address	12 Wharnccliffe Street, Barnsley, South Yorkshire, S70 6BP	
Name	Kathryn Diane Hudson	K Hudson
Address	31 Pond Street, Barnsley, South Yorkshire, S70 1NE	
Name	Gayle Cook	G Cook
Address	27 Canada Street, Barnsley, South Yorkshire, S70 4JZ	

Dated 14th November 2008

Witness to the above signatures

Name	Alan Robinson	
Address	Cross Keys Law, Cross Keys House, 10 Market Place, Crowle, Scunthorpe, DN17 4LA	
Occupation	Solicitor	Signature Alan Robinson