

FILED VERSION

COMPANIES ACTS of 1985 and 1989
Company limited by guarantee and having no share capital

MEMORANDUM OF ASSOCIATION OF

The Honourable Company of Gloucestershire

1. NAME

The name of the Company is The Honourable Company of Gloucestershire.

2. REGISTERED OFFICE

The registered office of the Company is to be in England.

3. OBJECTS

The Objects are:

To promote Gloucestershire values and the interests of the county by supporting industry, commerce, sport, education and the arts, by demonstrating leadership and influence, and by encouraging debate.

To promote and reward excellence in the County.

To encourage charitable giving for the benefit of the County.

To maintain links with Gloucestershire units of the Armed Forces and cadets.

To maintain links with voluntary and public services, universities, colleges and schools.

4. POWERS

The Company 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 charities.
- 4.6 To raise funds, make grants or loans of money and to give guarantees.
- 4.7 To set aside funds for special purposes or as reserves against future expenditure.
- 4.8 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 and having regard to the suitability of investments and the need for diversification).
- 4.9 To pay for indemnity insurance for the Directors and for the Clerk.
- 4.10 Subject to clause 6.1.1, to employ paid or unpaid agents, staff or advisers.
- 4.11 To provide services to or on behalf of other bodies.
- 4.12 To establish or acquire subsidiary companies to assist or act as agents for the Company.
- 4.13 To do anything else within the law that promotes or helps to promote the Objects.

5. BENEFITS TO MEMBERS AND DIRECTORS

- 5.1 The property and funds of the Company must be used only for promoting the Objects and do not belong to the members but:
 - 5.1.1 members who are not Directors may be employed by or enter into contracts with the Company and receive reasonable payment for goods or services supplied;
 - 5.1.2 members (including Directors) may be paid interest at a reasonable rate on money lent to the Company.
- 5.2 A Director must not receive any payment of money or other material benefit (whether directly or indirectly) from the Company except:
 - 5.2.1 as mentioned in clauses 4.9 (indemnity insurance), and 5.1.2 (interest).
 - 5.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Company.
 - 5.2.3 an indemnity in respect of any liabilities properly incurred in running the Company (including the costs of a successful defence to criminal proceedings);

- 5.2.4 payment to any company in which a Director has no more than a one per cent shareholding.
- 5.3 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:
 - 5.3.1 the goods or services are actually required by the Company;
 - 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 Directors in accordance with the procedure in clause 5.4; and
 - 5.3.3 not more than one third of the Directors are interested in such a contract in any financial year.
- 5.4 Whenever a Director has a personal interest in a matter to be discussed at a meeting of the Directors 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.

6 LIMITED LIABILITY

The liability of members is limited.

7 GUARANTEE

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

8 DISSOLUTION

- 8.1 If the Company 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 charitable purposes within the same, or similar, Objects;

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

8.2 A final report and statement of account must be sent to Companies House.

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, the under-signed, wish to be formed into a company under this Memorandum of Association:

Companies Acts 1985 and 1989

Company limited by guarantee and having no share capital

ARTICLES OF ASSOCIATION OF

The Honourable Company of Gloucestershire

1. MEMBERSHIP

- 1.1 The Company must maintain a register of members.
- 1.2 Membership of the Company is by invitation only to individuals interested in promoting the Objects who:
- (1) are approved by the Directors; and
 - (2) sign the register of members.
- 1.3 The Directors may establish different classes of membership, prescribe their respective privileges and duties and set the amounts of any subscriptions.
- 1.4 Membership is terminated if the member concerned:
- (1) gives written notice of resignation to the Company;
 - (2) dies;
 - (3) is more than three months in arrear in paying the relevant subscription, (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 Directors on the ground that in their reasonable opinion the member's continued membership is harmful to the Company. The Directors 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.
- 1.5 Membership of the Company is not transferable.

2. THE COURT AND OFFICERS

- 2.1 The Officers of the Company, elected by the Directors, shall be: the Warden, the Assistant Warden and the Junior Warden.

- 2.2 The Board of Directors shall be known as the Court, and consist of 12 members, to include the Warden, the Assistant Warden, and the Junior Warden, or such other number as the Court may at any time decide.
- 2.3 Each of the Officers will normally serve for one calendar year from the date of his or her election, whereupon the Warden will retire but remain a Member, or a director (see 2.4 below); the Assistant Warden will automatically take on the Warden post; likewise the Junior Warden will become the Assistant Warden, and a new Junior Warden will be elected by the Court. However, where the Court and its Officers are in agreement, the Warden's tenure, and hence that of other Officers, may be extended to two calendar years.
- 2.4 No director will serve on the Court for more than two terms, each of four years, except that where any director has been Warden that term of service shall be in addition to his or her four-year service as a Court director.
- 2.5 The Company Secretary shall hold the title of Clerk.
- 2.6 Court may from time to time co-opt a Member to serve as a Director until the next AGM, when he or she may stand for election, if nominated.
- 2.7 The Court will set membership joining fees and annual subscriptions as it feels appropriate.

3. GENERAL MEETINGS

- 3.1 Members are entitled to attend general meetings or vote by proxy. Proxy forms must be delivered to the Clerk 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.
- 3.2 There is a quorum at a general meeting if the number of members present is at least 20.
- 3.3 The Warden (or in his or her absence the Assistant Warden) presides at a general meeting.
- 3.4 Except where otherwise provided by the Articles or the Companies Act, every issue is decided by a majority of the votes cast.
- 3.5 Except for the chairman of the meeting, who has a second, or casting, vote, every member present in person (or by proxy) has one vote on each issue.
- 3.6 The Company must hold an AGM in every year. The first AGM must be held within 18 months after the Company's incorporation.
- 3.7 At an AGM the members:
 - (1) elect Directors in the usual manner if vacancies on Court exist;
 - (2) receive the Directors' Report and Accounts for the previous financial year;

- (3) may appoint auditors for the Company;
- (4) may discuss and determine any issues of policy or deal with any other business put before them by the Directors.

3.8 Any general meeting which is not an AGM is an EGM.

3.9 An EGM may be called at any time by a Director or a Member and must be called within 28 clear days of a written request, supported by at least ten members, stating the subject(s) to be discussed at such an EGM.

4. RECORDS AND ACCOUNTS

4.1 The Directors must comply with the requirements of the Companies Act as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies of annual returns, annual reports, and statements of account.

4.2 The Directors must keep proper records of all proceedings at general meetings, all proceedings at meetings of the Directors, all reports of committees and all professional advice obtained.

5. NOTICES

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

5.2 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.

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

- i. 24 hours after being sent by electronic means or delivered by hand to the relevant address;
- ii. two clear days after being sent by first class post to that address;
- iii. five clear days after being sent by second class or overseas post to that address;
- iv. on being handed to the member personally; or
- v. as soon as the member acknowledges actual receipt.

5.4 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.

6. DISSOLUTION

The provisions of the Memorandum relating to dissolution of the Company take effect as though repeated here.

7. INTERPRETATION

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

‘AGM’ means an annual general meeting of the Company

‘the Articles’ means the Company’s Articles of Association;

‘Chairman’ means the chairman of the board of Directors, normally the Warden;

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

‘the Companies Act’ means the Companies Act 1985;

‘connected person’ means any spouse, partner, parent, child, brother, sister, grandparent or grandchild of a Director and any company of which a Director is a director, employee or shareholder having a beneficial interest in more than 1 per cent of the share capital;

‘EGM’ means an extraordinary general meeting of the Company;

‘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 accounting period ending on the Accounting reference date.

‘firm’ includes a limited liability partnership;

‘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;

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

‘memorandum’ means the Company’s Memorandum of Association;

‘month’ means calendar month; ‘year’ means calendar year.

‘the Objects’ means the Objects of the Company as defined in clause 3 of the Memorandum;

‘written’ or ‘in writing’ refers to a legible document on paper including a fax message;

Expressions defined in the Companies Act have the same meaning.

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.

Words importing the male gender shall include the female gender. Words importing the singular number only shall include the plural number and vice versa.