

**Company No. 03895635**

**The Companies Acts 1985 & 2006  
Company Limited by Guarantee  
and not having a share capital**

**ARTICLES OF ASSOCIATION**

**of**

**BRIGHTON & HOVE COMMUNITY WORKS**

**1. Objects**

The Objects of the Charity ("the Objects") are:

- (1) To promote any charitable purposes for the benefit of the public, principally but not exclusively in the local government area of Brighton and Hove and its environs (hereinafter called the "area of benefit") and, in particular, build the capacity of third sector organisations and provide them with the necessary support, information and services to enable them to pursue or contribute to any charitable purpose;
- (2) To promote, organise and facilitate co-operation and partnership working between third sector, statutory and other relevant bodies in the achievement of the above purposes within the area of benefit.

**2. Powers**

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

- 2.1 To provide opportunities for networking between community groups and voluntary organisations and to identify issues of common and minority interest and concern.
- 2.2 To facilitate and to provide information, advice and training for community groups and voluntary organisations, and to provide such other services as may promote their effectiveness in benefiting the community.
- 2.3 To inform and communicate with statutory bodies about important issues and gaps in resources identified by the Charity and to work strategically to effect change.
- 2.4 To promote or carry out research and to disseminate the useful results of such research
- 2.5 To support, administer or set up other charities

- 2.6 To raise funds (but not by means of taxable trading)
- 2.7 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act)
- 2.8 To acquire or hire property of any kind
- 2.9 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act)
- 2.10 To make grants or loans of money and to give guarantees
- 2.11 To set aside funds for special purposes or as reserves against future expenditure
- 2.12 To deposit or invest funds in any manner (but to invest only after obtaining advice from a financial expert and having regard to the suitability of investments and the need for diversification)
- 2.13 To delegate the management of investments to a financial expert, but only on terms that:
  - 2.13.1 the investment policy is set down in writing for the financial expert by the Trustees
  - 2.13.2 every transaction is reported promptly to the Trustees
  - 2.13.3 the performance of the investments is reviewed regularly with the Trustees
  - 2.13.4 the Trustees are entitled to cancel the delegation arrangement at any time
  - 2.13.5 the investment policy and the delegation arrangement are reviewed at least once a year
  - 2.13.6 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
  - 2.13.7 the financial expert must not do anything outside the powers of the Trustees
- 2.14 To arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of a financial expert acting under their instructions and to pay any reasonable fee required
- 2.15 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required
- 2.16 To insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as charity trustees or against personal liability incurred in respect of any 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

- 2.17 Subject to Article 8, to employ paid or unpaid agents, staff or advisers
- 2.18 To enter into contracts to provide services to or on behalf of other bodies
- 2.19 To establish subsidiary companies to assist or act as agents for the Charity
- 2.20 To do anything else within the law which promotes or helps to promote the Objects

### **3. Membership**

- 3.1 The number of Members with which the company proposes to be registered is unlimited.
- 3.2 The Charity must maintain a register of Members.
- 3.3 Membership of the Charity is open to any individual or organisation interested in promoting the Objects who:
  - 3.3.1 applies to the Charity in the form required by the Trustees;
  - 3.3.2 is approved by the Trustees as meeting criteria (if any) which the Members may determine; and
  - 3.3.3 signs the register of Members or consents in writing to become a Member either personally or (in the case of a Member organisation) through an authorised representative.
- 3.4 Subject to the approval of the Members in general meeting the Trustees may establish different classes of Membership and prescribe their respective privileges and duties and set the amounts of any subscriptions.
- 3.5 Membership is terminated if the Member concerned.
  - 3.5.1 gives written notice of resignation to the Charity
  - 3.5.2 dies or (in the case of an organisation) ceases to exist
  - 3.5.3 is 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
  - 3.5.4 ceases to satisfy the Charity's Membership criteria (which are available on the Charity's website). The Trustees have the right to suspend an organisation's Membership, but only after a representative of the Member organisation, who may be accompanied by a supporter, has been given the opportunity to discuss the matter at a meeting of the Trustees. Following suspension the Trustees will refer the matter to a general meeting, where Members will vote on the decision to continue or to terminate the organisation's Membership
- 3.6 Membership of the Charity is not transferable

#### **4. General Meetings**

- 4.1 Members are entitled to attend general meetings either personally or (in the case of a Member organisation) by an authorised representative. General meetings are called on at least 21 clear days written notice specifying the business to be discussed
- 4.2 There is a quorum at a general meeting if the number of Members or authorised representatives personally present is or represents at least 3% of the Members
- 4.3 The Chair or (if the Chair is unable or unwilling to do so) some other Member elected by those present presides at a general meeting
- 4.4 Each Member organisation may vote either:
  - 4.4.1 through an authorised representative attending the meeting
  - 4.4.2 by a postal or electronic process for the purpose of voting
- 4.5 Every Member has one vote on each issue. No Member may participate in any vote as:
  - 4.5.1 the authorised representative of more than one Member organisation; or
  - 4.5.2 both an individual Member and as the authorised representative of a Member organisation.
- 4.6 The Charity must hold an AGM in every year which all Members are entitled to attend. AGMs must be held within 6 months of the end of the previous financial year (or as soon as possible afterwards)
- 4.7 At an AGM the Members:
  - 4.7.1 receive the accounts of the Charity for the previous financial year
  - 4.7.2 receive the Trustees' report on the Charity's activities in the previous financial year
  - 4.7.3 accept the retirement of those Trustees who wish to retire or who are retiring by rotation
  - 4.7.4 elect persons to be Trustees to fill the vacancies arising
  - 4.7.5 appoint auditors for the Charity
  - 4.7.6 discuss and determine any issues of policy or deal with any other business which has been included in the agenda for the meeting following a written request from at least 5 Members received by the Secretary not less than 28 days before the meeting
  - 4.7.7 discuss and determine any other issues of policy or deal with any other business which a majority of Members present at the meeting agree to be discussed at the meeting

- 4.8 Any general meeting which is not an AGM is an EGM
- 4.9 An EGM may be called at any time by the Trustees and must be called within 28 days on a written request from at least 5 Members

**5. The Trustees**

- 5.1 The Trustees shall have such authority in relation to the property assets and affairs of the Charity as the Members shall from time to time delegate to them by resolution in general meeting
- 5.2 The Trustees when complete consist of at least 10 and not more than 15 individuals of whom
- 5.2.1 not more than 10 shall be elected by the Members of the Charity in general meeting; and
- 5.2.2 not more than 5 shall be appointed by the Trustees elected under Article 5.2.1
- 5.3 For the purposes of Article 5.2.1 a person will be eligible to stand for election if he or she has been duly nominated by a Member organisation (for which purpose a written nomination signed by the chair or senior executive officer of the Member organisation shall be conclusive)
- 5.4 One half (or the number nearest one half) of the Trustees elected under Article 5.2.1 must retire at each subsequent AGM, those longest in office retiring first and the choice between any of equal service being made by drawing lots. A Trustee retiring under this Article may stand for re-election.
- 5.5 All of the Trustees appointed under Article 5.2.2 must retire at each AGM but may be re-appointed.
- 5.6 Every Trustee must sign a declaration of willingness to act as a charity trustee of the Charity before he or she is eligible to vote at any meeting of the Trustees
- 5.7 A Trustee's term of office automatically terminates if:
- 5.7.1 he or she is disqualified under the Charities Act from acting as a charity trustee
- 5.7.2 he or she is incapable, whether mentally or physically, of managing his or her own affairs
- 5.7.3 he or she is absent from three consecutive meetings of the Trustees (unless the other Trustees resolve at the third of those meetings that the Trustee's term of office shall not be terminated)
- 5.7.4 he or she resigns by written notice to the Trustees (but only if at least two Trustees will remain in office)
- 5.7.5 he or she is removed by resolution passed by at least seventy-five per cent 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

5.7.6 his or her nomination under Article 5.3 is revoked by the Member organisation concerned (for which purpose a written revocation signed by the chair or senior executive officer of the Member organisation shall be conclusive).

5.8 The Trustees may at any time co-opt any person duly qualified to be appointed as a Trustee to fill a vacancy in the number of Trustees elected under Article 5.2.1 but a co-opted Trustee holds office only until the next AGM

5.9 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

## **6. Trustees' Proceedings**

6.1 The Trustees must hold at least 4 meetings each year

6.2 A quorum at a meeting of the Trustees is 3 Trustees

6.3 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 of the other participants

6.4 The Chair or (if the Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting

6.5 Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution agreed by not less than two-thirds the Trustees is as valid as a resolution passed at a meeting (and for this purpose the resolution may be communicated by electronic means and may be agreed in writing by electronic means, and will be treated as passed on the date when two-thirds of the Trustees have signified agreement)

6.6 Every Trustee has one vote on each issue

6.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting but a breach of Article 8.4 shall be treated as a fundamental breach and any decision taken in breach of that clause shall be invalid

## **7. Trustees' Powers**

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

7.1 to appoint (and remove) any person (who may be a Trustee) to act as Secretary to the Charity in accordance with the Act

- 7.2 to appoint a Chair, Treasurer and other honorary officers from among their number
- 7.3 to delegate any of their functions to committees consisting of 2 or more individuals appointed by them but so that:
  - 7.3.1 at least one member of every committee must be a Trustee; and
  - 7.3.2 the Trustees shall be responsible for ensuring that any such Committee reports to them promptly and the Trustees shall monitor the proper exercise of any powers delegated to a Committee
- 7.4 to make Standing Orders consistent with these Articles and the Act to govern proceedings at general meetings
- 7.5 to make Rules consistent with these Articles and the Act to govern proceedings at their meetings and at meetings of committees
- 7.6 to make Regulations consistent with these Articles and the Act to govern the administration of the Charity and the use of its seal (if any)
- 7.7 to establish procedures to assist the resolution of disputes within the Charity

## **8. Benefits and Conflicts**

- 8.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members of the Charity but:
  - 8.1.1 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
  - 8.1.2 Members (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity
  - 8.1.3 Members (including Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Charity
  - 8.1.4 individual Members who are not Trustees but who are beneficiaries may receive charitable benefits in that capacity
- 8.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:
  - 8.2.1 as mentioned in Articles 2.16, 8.1.2, 8.1.3 or 8.3.
  - 8.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity
  - 8.2.3 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings)

- 8.2.4 payment to any company in which a Trustee has no more than a one per cent shareholding
- 8.2.5 in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance)
- 8.3 Any Trustee (or any firm or company of which a Trustee is a member or employee) may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit but only if:
  - 8.3.1 the goods or services are actually required by the Charity
  - 8.3.2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 8.4
  - 8.3.3 no more than one half of the Trustees are subject to such a contract in any financial year
- 8.4 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must:
  - 8.4.1 declare an interest at or before discussion begins on the matter
  - 8.4.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information
  - 8.4.3 not be counted in the quorum for that part of the meeting
  - 8.4.4 withdraw during the vote and have no vote on the matter

## **9. Records and Accounts**

- 9.1 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 information required by law including:
  - 9.1.1 annual returns;
  - 9.1.2 annual reports; and
  - 9.1.3 annual statements of account.
- 9.2 The Trustees must keep proper records of:
  - 9.2.1 all proceedings at general meetings;
  - 9.2.2 all proceedings at meetings of the Trustees;
  - 9.2.3 all reports of committees; and
  - 9.2.4 all professional advice obtained.
- 9.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours and must be made available for inspection by a Member who is not Trustee at reasonable times within 21 days of receiving notice from the Member.

- 9.4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or Member, or to any other person who makes a written request and pays the Charity's reasonable costs, within one month.

**10. Limited Liability**

The liability of Members is limited.

**11. 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 the contributor was a Member.

**12. Communications**

- 12.1 Notices under these Articles may be sent by hand, or by post or by suitable electronic means or may be published on the Charity's website

- 12.2 The only address at which a Member is entitled to receive notices is the address shown in the register of Members and the Trustees shall ensure that any written notification of change of address received from a Member shall be promptly recorded in the register of Members

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

12.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address; or

12.3.2 two clear days after being sent by first class post to that address; or

12.3.3 three clear days after being sent by second class or overseas post to that address; or

12.3.4 on being handed to the member (or, in the case of a Member organisation, its authorised representative) personally; or, if earlier,

12.3.6 as soon as the Member acknowledges actual receipt

- 12.4 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

**13. Dissolution**

- 13.1 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:

- 13.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects
- 13.1.2 directly for the Objects or charitable purposes within or similar to the Objects
- 13.1.3 in such other manner consistent with charitable status as the Commission approve in writing in advance

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

#### **14. Interpretation**

14.1 The Articles are to be interpreted without reference to the model articles under the Companies Act, which do not apply to the Charity.

14.2 In the Articles, unless the context indicates another meaning, the terms shown in this clause 14.2 shall have the meanings given for them:

|                             |                                                                                                                                                                  |
|-----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ‘AGM’                       | an annual general meeting of the Charity;                                                                                                                        |
| ‘these Articles’            | the Charity’s Articles of Association and ‘Article’ refers to a particular Article;                                                                              |
| ‘authorised representative’ | 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                |
| ‘Chair’                     | the chair of the Trustees;                                                                                                                                       |
| ‘the Charity’               | the company governed by the Articles;                                                                                                                            |
| ‘the Charities Act’         | the Charities Acts 1992 to 2011;                                                                                                                                 |
| ‘charity trustee’           | has the meaning prescribed by the Charities Act;                                                                                                                 |
| ‘clear day’                 | 24 hours from midnight following the relevant event;                                                                                                             |
| ‘the Commission’            | the Charity Commission for England and Wales or any body which replaces it;                                                                                      |
| ‘the Companies Act’         | the Companies Act 2006;                                                                                                                                          |
| ‘electronic means’          | refers to communications addressed to specified individuals by telephone or email or, in relation to meetings, by telephone conference call or video conference; |
| ‘financial expert’          | an individual, company or firm who is an authorised to give investment advice under the Financial Services and Markets Act 2000;                                 |
| ‘financial year’            | the Charity’s financial year;                                                                                                                                    |
| ‘material benefit’          | a benefit which may not be financial but has a monetary value;                                                                                                   |
| ‘Member’ and                |                                                                                                                                                                  |
| ‘Membership’                | refer to membership of the Charity;                                                                                                                              |
| ‘month’                     | calendar month;                                                                                                                                                  |
| ‘the Objects’               | the Objects of the Charity as defined in Article 1;                                                                                                              |
| ‘Secretary’                 | a company secretary of the Charity;                                                                                                                              |

|                           |                                                                                                                                   |
|---------------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| 'taxable trading'         | carrying on a trade or business in such manner or on such a scale that some or all of the profits are subject to corporation tax; |
| 'Trustee'                 | a director of the Charity and 'Trustees' means the directors;                                                                     |
| 'written' or 'in writing' | refers to a legible document on paper or a document sent by electronic means which is capable of being printed out on paper;      |
| 'year'                    | calendar year.                                                                                                                    |

- 14.3 Expressions not otherwise defined which are defined in the Companies Act have the same meaning.
- 14.4 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.