

THE COMPANIES ACT 2006

**COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL**

CSREEC

MEMORANDUM OF ASSOCIATION

OF

**CENTRAL SCOTLAND REGIONAL
EQUALITY COUNCIL LIMITED**

Company Number: SC208570 Charity Number: SC010373

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1. NAME

The name of the Company shall be 'Central Scotland Regional Equality Council Limited' (hereinafter referred to as 'the CSRECL').

2. REGISTERED OFFICE

The Registered Office of the CSRECL will be situated in Falkirk, Scotland.

3. OBJECTS

The objects of the CSRECL shall be to govern below in Central Scotland:

- (a) to work towards the elimination of racial discrimination in all of its forms in Central Scotland;
- (b) to promote equality of opportunity and good relations between people of ethnic minority and other communities living, studying, or working in Central Scotland;
- (c) to promote a culture of human rights;
- (d) to foster good relations amongst ethnic minority and other communities;
- (e) to promote co-operation in the achievement of the aforesaid purposes and to that end bring together the CSRECL representatives of the statutory authorities, and other relevant agencies in Central Scotland area.

4. MODE OF OPERATION

In furtherance of the objects, but not further or otherwise, the CSRECL will undertake the following functions and within the limits permitted by the law may do anything lawful and necessary to fulfil them.

4.1. Policy Development

To acquaint organisations, agencies and employers in the statutory, non-statutory, private, and voluntary sectors, especially in Central Scotland, with the extent and nature of any discrimination and the inequality experienced by any groups in the field of social welfare and in particular the fields of housing, employment, education, and health care, with the aim of encouraging them to implement policies and practices which will eliminate any forms of discrimination and promote equality of opportunity and good relations between people of different groups.

4.2 Community Support

To support organisations in Central Scotland which are concerned with the promotion of equal opportunity and good community relations between persons of different groups, providing them with such information, advice and other forms of assistance as may be both appropriate and in keeping with the CSRECL's objects.

4.3 Assistance to Individuals

- (a) To give information, advice, and support of a non-financial nature to individuals who seek the CSRECL's assistance as a consequence of their experience of all forms of racial discrimination.
- (b) Registered office will function as central hub with two satellite offices in Clackmannanshire and Stirling.
- (c) In sub-clause (a) above, 'support' may include representation at tribunals in circumstances where it is unreasonable, having regard to the financial resources available to a complainant, to expect them to obtain such representation, subject nevertheless to Clause 5 (k) below.

4.4 Public Education

To initiate and/or maintain an appropriate programme of public information and public education related to the CSRECL's objects and functions.

4.5 Work Programme

To devise a work programme to guide it in furthering its objects and carrying out its functions in pursuance of this clause. In doing so, it shall have regard to:

- (a) priorities for action agreed in national and regional planning between Regional Equality Councils, or their representative body, and in accordance with current anti-discrimination legislation and directives.
- (b) priorities for monitoring and feedback to the funding agencies on a regular basis on work programmes being carried out.

4.6 Working Policy

In furthering its objects and carrying out its functions in pursuance of this clause, the CSRECL:

- (a) shall be non-party in politics and non-sectarian in religion;
- (b) shall, in its own activities and its employment of staff, implement an effective equal opportunities policy and shall not therefore discriminate against any person on grounds of age, disability, gender reassignment, marriage and civil

partnership, pregnancy and maternity, race (including colour, nationality, ethnic or national origins), religion or belief, sex, or sexual orientation.

5. POWERS

In furtherance of the objects but not further or otherwise, the CSRECL shall have the following powers:

- a) to raise funds, including undertaking any trading activities, conforming to any relevant requirements of law;
- b) to invest temporarily surplus funds not immediately required for the objects;
- c) to rent, lease, or buy premises and necessary equipment;
- d) to undertake research and publish results as appropriate thereof;
- e) to charge fees for services (including for training and corporate consultancy) and publications supplied when it considers it necessary to do so to recover its outlay, but on a non-profit-making basis;
- f) to employ and pay staff;
- g) to insure to full value against loss or damage any property belonging to the CSRECL;
- h) to insure and to indemnify its staff and voluntary workers against all such risks incurred in the performance of their duties as may be thought fit;
- i) otherwise to expend funds as necessary to further its objects;
- j) subject to such consents as may be required by law, to sell, mortgage, charge, or borrow on the security of any heritable property belonging to the CSRECL;
- k) in the case of a complainant who has been supported by the CSRECL under Clause 4.3 (c) above and who is awarded costs, to ask where appropriate for a donation of a proportion of those costs in order to recover its outlay;
- l) power to do all such other lawful things as are necessary for the furtherance of the objects.

6. INCOME AND PROPERTY

The income and property of the CSRECL shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred directly or indirectly, by way of dividend, bonus, or otherwise by way of profit, to members of the CSRECL and no member of the Management Board shall be appointed to any office of the CSRECL paid by salary or fees or receive any remuneration or other benefit in

money or money's worth from the CSRECL: provided that nothing in this document shall prevent any payment in good faith by the CSRECL:

- a) of reasonable and proper remuneration for any services rendered to the CSRECL by any member, officer, or servant of the CSRECL who is not a member of the Management Board;
- b) of interest on money lent by any member of the CSRECL or of the Management Board at a reasonable and proper rate per annum not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the Management Board;
- c) of fees, remuneration or other benefits in money or money's worth to any company of which a member of the Management Board may also be a member holding not more than 1/100th part of the issued capital of that company;
- d) of reasonable and proper rent for premises demised or let by any member of the CSRECL or a member of the Management Board
- e) to any member of the Management Board of reasonable out-of-pocket expenses.
- f) the payment of any premium in respect of any indemnity in insurance to cover the liability of the members of the Management Board (or any of them) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the CSRECL: provided that any such insurance shall not extend to any claim arising from any act or omission which the members of the Management Board (or any of them) knew was a breach of duty or breach of trust or which was committed by the members of the Management Board (or any of them) in reckless disregard of whether it was a breach of duty or breach of trust or not.

7. LIABILITY

The liability of the members is limited as stated in 8 below.

8. EXTENT OF LIABILITY

Every member of the CSRECL undertakes to contribute to the assets of the CSRECL, in the event of the CSRECL being wound up while he or she is a member, or within one year after he or she ceases to be a member, for payment of the debts and liabilities of the CSRECL contracted before the time at which he or she ceases to be a member, and of the costs, charges and expenses of winding up the same, and for the adjustment of the rights of contributors among themselves, such amounts as may be required not exceeding One Pound (£1:00).

9. RESTRICTIONS ON AMENDMENTS TO MEMORANDUM OF ASSOCIATION

- 9.1 No such addition, alteration or amendment shall be made to or in provisions of the Memorandum of Association for the time being in force, as shall make the CSRECL a company to which Section 30 of the Companies Act 2006 does not apply.
- 9.2 No resolution to amend any part of this Memorandum of Association or the Articles of Association shall be validly passed unless it is approved by the membership majority of the CSRECL in an open AGM or EGM.
- 9.3 No resolution to amend this Memorandum of Association or the Articles of Association, the effect of which is to make any variation or alteration whatsoever to the objects of the CSRECL set out in Clause 3 of this memorandum, to the functions as set out in Clause 4 of this Memorandum, or to the provisions concerning dissolution set out in Clause 10 of this Memorandum, or to this Clause, or which might otherwise affect the charitable status of the CSRECL, shall be validly passed unless it has received the prior approval of the Court or Office of the Scottish Charity Regulator (OSCR); or other authority having charitable jurisdiction.

10. DISPOSAL OF ASSETS ON DISSOLUTION

If upon the winding up or dissolution of the CSRECL there remains after the satisfaction of all its debts and liabilities any property whatsoever, the same shall be paid or given or transferred to some other charitable body or bodies, institution or institutions having objects similar, wholly or partially to the object of the CSRECL, and which shall prohibit the distribution of its or their income and property amongst its or their members to an extent at least as great as is imposed on the CSRECL under or by virtue of Clause 6 of this Memorandum, such body or bodies, institution or institutions to be determined by the Members of the CSRECL at or before the time of dissolution and if and so far as effect cannot be given to the aforesaid provision, then to some other charitable object.

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