

# **The Companies Acts 1985 and 1989 Company Limited by Guarantee and not having a Share Capital**

## **Memorandum of Association of**

### **The Regional Studies Association**

Charity No: 1084165

Reg in England No: 4116288

Amended Friday 11<sup>th</sup> August 2006

#### **1. NAME**

- 1.1 The name of the Company is the Regional Studies Association ('the Charity')

#### **2. REGISTERED OFFICE**

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

#### **3. OBJECTS**

- 3.1 The Charity's objects ("the Objects") are:
  - 3.1.1 to promote education in the field of regional studies (those studies which relate to the economic, physical and sociological problems of development in major areas) by the exchange of ideas and information
  - 3.1.2 to stimulate and aid studies and research into regional planning, development and functions and to disseminate the results of such research

#### **4. POWERS**

- 4.1 The Charity has the following powers, which may be exercised only in promoting the Objects:
  - 4.1.1 to promote or carry out research
  - 4.1.2 to provide advice and comment

- 4.1.3 to publish or distribute information
- 4.1.4 to encourage international co-operation in advancement of regional studies
- 4.1.5 to cooperate with other bodies
- 4.1.6 to support, administer or set up other charities
- 4.1.7 to establish regional branches and overseas sections whether autonomous or not
- 4.1.8 to arrange and provide for or join in arranging and providing for the holding of exhibitions, meetings, conferences, lectures, classes, seminars, training courses and other similar activities
- 4.1.9 to promote and advertise the Charity's activities
- 4.1.10 to raise funds (but not by means of taxable trading)
- 4.1.11 to borrow money and give security for loans liabilities or obligations of the Charity or of any third party (but only in accordance with the restrictions imposed by the Charities Act 1993)
- 4.1.12 to acquire or hire property of any kind and to alter, improve or furnish it
- 4.1.13 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 1993)
- 4.1.14 to make grants donations or loans of money and to give or receive guarantees or indemnities
- 4.1.15 to set aside funds for special purposes or as reserves against future expenditure.
- 4.1.16 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)
- 4.1.17 to delegate the management of investments to a financial expert, but only on terms that:
  - 4.1.17.1 the investment policy is set down in writing for the financial expert by the Trustees

- 4.1.17.2 every transaction is reported promptly to the Trustees
  - 4.1.17.3 the performance of the investments is reviewed regularly with the Trustees
  - 4.1.17.4 the Trustees are entitled to cancel the delegation arrangement at any time
  - 4.1.17.5 the investment policy and the delegation arrangement are reviewed at least once a year but so that any failure of the Trustees to undertake such reviews shall not invalidate the policy or delegation
  - 4.1.17.6 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
  - 4.1.17.7 the financial expert must not do anything outside the powers of the Trustees
  - 4.1.17.8 the delegation is on terms the Trustees and members shall not be liable for any wrongful acts and defaults of the Managers
- 4.1.18 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
- 4.1.19 subject to clause 5 below, to employ paid or unpaid agents, staff or advisors and make reasonable and necessary provision for the payment of further remuneration including pensions and superannuation to staff and their dependants
- 4.1.20 to make such ex gratia payments as are considered reasonable and fair with the consent of the Charity Commissioners for England and Wales.
- 4.1.21 to amalgamate with any companies, institutions, societies or associations which are charitable at law and have objects altogether or mainly similar to those of the Charity and prohibit the payment of any dividend or profit to, and the distribution of any of their assets amongst their members at least to the same extent as such payments or distributions are

prohibited in the case of members of the Charity by this Memorandum of Association

- 4.1.22 to pay the costs of forming the Charity
- 4.1.23 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required.
- 4.1.24 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 a breach of duty.
- 4.1.25 To enter into contracts to provide services to or on behalf of other bodies
- 4.1.26 To establish subsidiary companies to assist or act as agents for the Charity
- 4.1.27 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 of the Charity 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 let or hired to the Charity
  - 5.1.4 individual members who are not Trustees but who are 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 4.24, 5.1.2, 5.1.3 or 5.3
- 5.2.2 reimbursement of reasonable out of pocket expenses (including hotel and travel costs) actually incurred in running 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
- 5.2.5 in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance)
- 5.3 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:
  - 5.3.1 the goods and services are actually required by the Charity
  - 5.3.2 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 5.4
  - 5.3.3 no more than one half of the Trustees are subject to 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 the Trustee concerned must:
  - 5.4.1 declare an interest at or before discussion begins on the matter
  - 5.4.2 withdraw 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
  - 5.4.4 withdraw during the vote and have no vote on the matter
- 5.5 This clause may not be amended without the prior written consent of the Commission

## **6. LIMITED LIABILITY**

6.1 The liability of members is limited

## **7. GUARANTEE**

7.1 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

## **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 charitable purposes within or similar to the Objects

8.1.3 in such other manner consistent with charitable status as the Charity Commission for England and Wales approve in writing in advance

8.2 A final report and statement of account must be sent to the Charity Commission for England and Wales

## **9. INTERPRETATION**

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

9.2 References to an Act of Parliament are references to the 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 AND ADDRESSES OF SUBSCRIBERS**

**SIGNATURES OF  
SUBSCRIBERS**

[List the full name and residential  
address of each of the subscribers]

[signature of each of the  
subscribers]

Dated:

Witness to the above signatures

Name:

Signature:

Address:

Occupation: