

THE COMPANIES ACTS 1985 TO 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

**MEMORANDUM OF ASSOCIATION OF
OXFORDSHIRE RACIAL EQUALITY COUNCIL**

1. Name

The name of the Company shall be Oxfordshire Racial Equality Council (hereinafter referred to as “the REC”)

2. Registered Office

The Registered Office of the REC will be situated in England.

3. Objects

The objects of the REC shall be:

- (1) to work towards the elimination of racial discrimination; and
- (2) to promote equality of opportunity, and good relations, between persons of different racial groups;

especially in the county of Oxfordshire
(hereinafter referred to as the REC’s “area of benefit”).

4. Mode of Operation

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

4.1.1 Policy development

To acquaint organisations, agencies and employers in the statutory, non-statutory, private, and voluntary sectors, especially in the REC’s area of benefit, with the extent and nature of racial discrimination and inequality experienced by racial 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 racial discrimination and promote equality of opportunity, and good relations, between persons of different racial groups.

4.1.2 Community support

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

4.1.3 Assistance to individuals

- (a) To give information, advice and support of a non-financial nature to individuals who seek the REC's assistance as a consequence of their experience of racism or racial discrimination, in circumstances where such information, advice and support are not readily obtainable from other local agencies.
- (b) 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 her/him to obtain such representation, subject nevertheless to clause 5 (k) below.

4.1.4 Public education

To maintain an appropriate programme of public information and public education related to the REC's objects and functions.

4.1.5 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/or regional planning fora between RECs, or their representative body, and the Commission for Racial Equality, hereinafter referred to as "the CRE"; and
- (b) priorities for action related to local needs to which it can respond in keeping with its objects.

4.2 Working policy

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

- (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 colour, race, nationality, ethnic or national origin, gender, marital status, disability, sexual orientation, age and creed.
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5. Powers

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

- (a) to raise funds PROVIDED THAT in raising funds the REC shall not undertake any permanent trading activities and shall conform 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 the useful results 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 and without engaging in any permanent trading activities;
- (f) to employ and pay staff;
- (g) to insure to full value against loss or damage any property belonging to the REC;
- (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 real property belonging to the REC;
- (k) in the case of a complainant who has been supported by the REC under clause 4.1.3 (b) above and who is awarded costs, to ask 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

- 6.1 The income and property of the REC, whencesoever derived, shall be applied by and at the discretion of the executive committee solely toward the promotion of the objects and functions of the REC as set forth in this Memorandum of Association, and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise, by way of profit to any member of the REC, provided that nothing herein shall prevent the payment in good faith of reasonable and proper remuneration to any

employee of the REC, not being a member of the executive committee, or the repayment of out-of-pocket expenses incurred as the direct result of the carrying out by an employee of her/his duties as such or by the discharge by any member of the REC of the REC's business.

- 6.2 The REC shall have power to raise money under clause 5 (a) above by means of donations, gifts, covenants, legacies, grant-aid from statutory and non-statutory bodies, loans, and fund-raising events.
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7. Liability

- 7.1 The Liability of the members is limited.
- 7.2 Every member of the REC undertakes to contribute to the assets of the REC, in the event of the REC being wound up while he is a member, or within one year after he ceases to be a member, such amount as may be required, not exceeding one pound.
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8. Extent of Liability

Every member of the REC undertakes to contribute to the assets of the REC, in the event of the REC 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 REC 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 contributories among themselves, such amounts as may be required not exceeding one pound.

9. Alterations to the Memorandum of Association

Alterations may be made to the provisions of the Memorandum of Association and Articles of Association by a resolution (hereinafter called the "amending resolution"), subject to the following conditions:

- 9.1 No amending resolution to any part of this Memorandum of Association or the Articles of Association shall be validly passed unless it has the prior approval of the Commission for Racial Equality.
- 9.2 No amending resolution, the effect of which is to make any variation or alteration whatsoever to the objects of the REC set out in clause 3 of this Memorandum, to the functions set out in clause 4, or to the provisions concerning dissolution set out in clause 10, or to this clause, or which might otherwise affect the charitable status of the REC, shall be validly passed unless it has received the prior approval of the court or the Charity Commissioners or other authority having charitable jurisdiction.
- 9.3 An amending resolution must be passed by a majority of not fewer than two thirds of the members present and entitled to vote at a quorate meeting of the REC, and shall not be valid unless:

- (a) it has been proposed and seconded by the executive committee or not fewer than ten members of the REC;
 - (b) if not emanating from the executive committee, notice of the intention of the proposer and seconder to move the same has been given to the executive committee not less than 28 days before the meeting at which it is intended to move it;
 - (c) notice of the said intention to move the amending resolution has been given by the executive committee in writing to all members of the REC not less than 21 days before the meeting at which it is intended to move the same.
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10. Disposal of Assets on Dissolution

If upon the winding-up or dissolution of the REC there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the REC, but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the REC, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the REC under or by virtue of clause 6 of this Memorandum, such institution or institutions to be determined by the members of the REC at or before the time of dissolution, and in so far as effect cannot be given to such provision, then to some other charitable object.

We, the persons whose names, addresses and descriptions are written below, wish to be formed into a company in pursuance of this Memorandum of Association.

Names, addresses and descriptions of subscribers

	Name	Address	Description	Signature
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Dated:

Witness to the above signatures:

Dated: