

THE COMPANIES ACTS 1985 AND 1989
COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

**EDINBURGH AND LOTHIANS
RACIAL EQUALITY COUNCIL LTD**

MEMORANDUM OF ASSOCIATION

(AS AMENDED 12 JUNE 2006)

REGISTERED COMPANY NO: SC 183419
DATE OF INCORPORATION: 27 FEBRUARY 1998

RECOGNISED SCOTTISH CHARITY NO: SC 007896

Prepared for Edinburgh and Lothians Racial Equality Council Ltd by:

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MEMORANDUM OF ASSOCIATION

Name

- 1 The name of the company to be formed under this Memorandum is *Edinburgh and Lothians Racial Equality Council Ltd* (and in this Memorandum it is called 'ELREC').

Registered office

- 2 The registered office of ELREC shall be situated in Edinburgh, Scotland.

Objects

- 3 The purposes for which ELREC is established (in this Memorandum referred to as 'the Objects') shall be wholly charitable. In particular the Objects shall be:
 - 3.1 to work towards the elimination of racial discrimination; and
 - 3.2 to promote equality of opportunity and good relations between persons of different racial groups without distinction on grounds of colour, race, nationality, ethnic or national origin, gender, marital status, disability, sexual orientation, age and creed; and
 - 3.3 to promote and organise cooperation in the achievement of the aforesaid purposes and to that end to bring together in ELREC representatives of the statutory authorities and voluntary organisations engaged in the furtherance of the aforesaid purposes within the Local Authority Council areas of the City of Edinburgh, East Lothian, Midlothian and West Lothian (in this Memorandum referred to as the 'Area of Benefit').

Mode of operation

- 4 In furtherance of the Objects, but not further or otherwise, ELREC 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 Policy development

To develop policies to ensure that agencies and employers in the statutory, non-statutory, private and voluntary sectors, especially in the Area of Benefit, are aware of the extent and nature of racial discrimination and inequality experienced by racial groups in the fields of social welfare, housing, employment, education and health care. To assist and encourage the aforesaid agencies and employers to implement policies and practices that will eliminate racial discrimination and promote equality of opportunity and good relations between persons of different racial groups. To ensure that service providers implement agreed policies on race relations.

4.2 Community support

To support organisations in the 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 Objects.

4.3 Assistance to individuals

To give information, advice and support of a non-financial nature to individuals who seek ELREC'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. In this clause 'support' may include representation at tribunals in circumstances where it is unreasonable, having regard to the financial resources available to the complainant, to expect her or him to obtain such representation.

4.4 Public education

To be aware of the educational needs of various ethnic minority communities and to maintain an appropriate programme of public information and public education related to ELREC's Objects and functions.

Work programme

5 ELREC shall devise and implement an agreed work programme annually to guide it in furthering its Objects and carrying out its functions in pursuance of clauses 3 and 4. In doing so it shall have regard to:

5.1 Priorities for action related to local needs to which it can respond in keeping with its Objects; and

5.2 priorities for action agreed with its funding bodies and its membership; and

- 5.3 priorities for monitoring, evaluating and feedback to the funding bodies on a regular basis on work programmes being carried out.

Working policy

- 6 In furthering its Objects and carrying out its functions in pursuance of this clause, ELREC shall:
- 6.1 be non-party in politics and non-sectarian in religion; and
- 6.2 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.

Powers

- 7 In furtherance of the Objects, but not for any other purpose, ELREC and its Board of Directors shall have the following powers:
- 7.1 to raise funds and to invite and receive contributions from any person or body by way of subscription, donation or otherwise provided that ELREC shall have the right to disclaim any offer, gift, legacy or bequest in whole or in part in such circumstances as ELREC thinks fit and provided also that ELREC shall comply with all relevant statutory regulations;
- 7.2 to charge fees for goods or services produced or supplied by ELREC as and when ELREC considers it appropriate to do so in order to assist the financial viability of ELREC's operations, provided that such charging shall not be primarily for the purpose of making profit;
- 7.3 to enter into contracts with other bodies and to provide or receive goods or services on such contracts;
- 7.4 to operate bank, building society or similar accounts in the name of ELREC in which may be deposited all or any part of the funds of ELREC and to carry out all lawful financial transactions in respect of such accounts and the funds contained therein;
- 7.5 to borrow and raise money on loan or advance in such manner and upon such security as ELREC shall think fit;
- 7.6 to invest in the name of ELREC any of its funds not immediately required for the furtherance of the Objects in such investments, or upon such securities and property as ELREC may think fit and to dispose of and vary such investments and securities, provided that ELREC shall

- obtain any consents and comply with any conditions that may be required by law;
- 7.7 to spend the funds of ELREC in such manner as it thinks most beneficial for the achievement of the Objects;
 - 7.8 to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges and to construct, maintain, alter or improve any buildings which ELREC may think fit;
 - 7.9 to insure to full value against loss or damage any property owned by or in the possession or use of ELREC and to pay the premiums for such insurance and any costs connected with ascertaining the value of the said property from the funds of ELREC;
 - 7.10 to sell, let, grant securities over, turn to account or otherwise dispose of all or any of the assets of ELREC;
 - 7.11 to employ and pay such staff (who shall not be Directors of ELREC) as are necessary for carrying out the Objects and to make all reasonable and necessary provision for the payment of pensions and superannuation to staff and their dependants;
 - 7.12 to employ, engage, commission, hire or retain the services of professional or technical advisors and to pay all reasonable and proper fees, charges, retainers, expenses and other costs for services rendered by them to ELREC;
 - 7.13 to insure and indemnify all employees and voluntary workers of ELREC against loss, accident, death, personal injury, professional liability and all such other risks incurred in the performance of their duties to a value which ELREC shall think fit (but which shall at least be to any minimum value required by law) and to pay the premiums for such insurance from the funds of ELREC;
 - 7.14 to commission, undertake or contribute to research, surveys and audits and to publish or distribute the findings of research or other information in support of the Objects provided that in doing so ELREC shall not undertake unlawful political campaigning;
 - 7.15 to assert, claim and protect any copyright and associated moral rights, to purchase and register trade marks, patents, designs, names and logos and to assign and receive consideration for copyright and any other intellectual property owned by ELREC;
 - 7.16 to provide, support or assist in the provision of exhibitions, meetings, conferences, seminars, lectures or other similar activities provided that in doing so ELREC shall not undertake unlawful political campaigning;

- 7.17 to establish or support the establishment of any charitable trusts, associations or institutions formed for all or any of the Objects;
- 7.18 to subscribe to, become a member of, amalgamate or cooperate with other charities, voluntary bodies or other bodies not formed for the purposes of profit, and to cooperate with statutory and other bodies in furtherance of the Objects or of similar charitable purposes and to exchange information and advice with them;
- 7.19 to establish or help the establishment of any trading company or subsidiary (which shall be wholly owned by ELREC) and to receive funds from any such company or subsidiary by way of deed of covenant, gift aid or dividend and to invest funds of ELREC in any such company or subsidiary provided that such investment shall only take the form of properly secured loans and provided also that ELREC complies with any conditions or obtains any consents required by law.
- 7.20 to initiate or defend legal proceedings relating to ELREC, its property, its employees and voluntary workers and its Directors, and to meet legal costs (where these are not recoverable from other parties) from the funds of ELREC;
- 7.21 to pay out of the funds of ELREC the costs, charges and expenses of and incidental to the formation, incorporation, registration, maintenance and administration of ELREC;
- 7.22 to do all other lawful things which may be incidental or conducive to the achievement of the Objects.

Income and property

- 8 The income and property of ELREC shall be used solely for the promotion of the Objects. Subject to the exceptions of clause 9 no part of the income or property shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit to members of ELREC and no Director shall be appointed to any office of ELREC paid by salary or fees or receive any remuneration or benefit in money or money's worth from ELREC.
- 9 Clause 8 shall not prevent the payment in good faith by ELREC of:
 - 9.1 the usual professional charges for business done by any Director who is engaged in a profession, or by her or his partner or firm, when instructed by the Company to act in a professional capacity on its behalf; provided that:
 - 9.1.1 the remuneration to be received by any Director is, in the opinion of the other Directors, reasonable in the circumstances; and

- 9.1.2 at no time shall a majority of the Directors benefit under this provision: and
 - 9.1.3 a Director shall withdraw from any meeting at which her or his appointment or payment, or that of her or his partner or firm, is under discussion; and
 - 9.1.4 the maximum amount of the remuneration to be received by any Director is set out in a written agreement between the Company and the said Director, or that of her or his partner or firm.
- 9.2 reasonable and proper payment for any services rendered to ELREC by any member, officer or agent of ELREC who is not a Director;
 - 9.3 interest on money lent by any member or Director of ELREC at a reasonable and proper rate per year not exceeding the published base lending rate of a clearing bank to be chosen by the Directors;
 - 9.4 fees, remuneration or other benefit in money or money's worth to any other company of which a Director may also be a member holding not more than one hundredth part of the issued capital of that company;
 - 9.5 reasonable and proper rent not exceeding the open market value for premises let to ELREC by any member or Director;
 - 9.6 reasonable payments to reimburse any Director for out-of-pocket expenses incurred by her or him in the course of carrying out her or his duties as a Director.

Limited liability

- 10 The liability of the members of ELREC is limited.
- 11 Every member of ELREC shall undertake to contribute such amount as may be required, not exceeding £1 (one pound), to the ELREC's assets if it should be wound up while she or he is a member or within one year after she or he ceases to be a member, for payment of ELREC's debts and liabilities contracted before she or he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of contributories amongst themselves.

Restrictions on amendments to this Memorandum

- 12 No amendment shall be made to the provisions of this Memorandum as shall make ELREC a company to which section 30 of the Companies Act 1985 does not apply.

- 13 No amendment shall be made to clauses 1 (name), 3 (Objects), 14 (disposal of assets on dissolution) or this clause without the prior written consent of the Office of the Scottish Charity Regulator under sections 11, 16(a) and 16(c) of the Charities and Trustee Investment (Scotland) Act 2005 and generally no amendment shall be made which would have the effect of ELREC ceasing to be a charity in law.

Disposal of assets upon dissolution

- 14 If ELREC is wound up or dissolved and after all its debts and liabilities have been met there remains any property it shall not be paid to or distributed among the members or Directors of ELREC, but shall be given or transferred to some other charity or charities having objects similar to the Objects chosen by the members of ELREC at or before the time of dissolution and if that cannot be done then to some other charitable object.

This amended Memorandum of Association was agreed by the members of ELREC by special resolution passed at the extraordinary general meeting held on 12 June 2006 and replaces the Memorandum of Association (revised June 2000).