

# **The Companies Acts 1985 - 2006**

## **Company Limited by Guarantee**

## **And Not Having a Share Capital**

### **Memorandum of Association of**

### **Carers Trust Tyne & Wear**

**(As adopted by the company on 30 March 2021)**

**1** The Company's name is Carers Trust Tyne & Wear and in this document is called "the Company".

**2** The Company's registered office is situated in England and Wales.

**3** In this document:

**3.1** 'Beneficiaries' means any person or people who have care needs as a result of disability, illness or age;

**3.2** 'Carers' means any person or people involved in the provision of care for a person or people who have care needs as a result of disability, illness or age; and

**3.3** 'Relation' means any child, parent, grandchild, grandparent, brother, sister or spouse of a trustee or any person living with a trustee as his or her partner.

**3.4** 'Charity Commission' means Charity Commission for England and Wales.

**4** The Company's objects ("the Objects") are:

To relieve the stresses experienced by carers and beneficiaries.

The area of benefit shall be the borough of Gateshead and areas adjacent to Gateshead boundaries as agreed by the Company.

**5** In furtherance of the Objects but not otherwise the Company may exercise the following powers:



**5.1** to monitor and improve the effectiveness and skills of staff in accordance with the rules and guidelines of the Company;

**5.2** to publish educational books, pamphlets, leaflets, journals, reports, films and other matter and to organise and promote lectures, discussions, conferences, seminars and courses;

**5.3** to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts in the name of the Company;

**5.4** to employ all such officers, servants and staff necessary for the purposes of the Company;

**5.5** to purchase or otherwise acquire lands for any estate or interest;

**5.6** to build and maintain premises (whether or not required for occupation for the purposes of the Company) and alter and improve the same including any existing buildings and to provide the same with light water drainage and all other necessities;

**5.7** to acquire, alter, improve and (subject to such consents as may be required by law) to charge or otherwise dispose of property;

**5.8** to let as residences offices shops or otherwise any part or parts of any land or buildings and in such divisions and manner as shall be in the best interests of the Company;

**5.9** subject to such consents as may be required by law, to borrow or raise money and/or to mortgage or charge all or any property belonging to the Company as may legally be mortgaged or charged with capital sums or with terminable annuities for lives or years, or otherwise. The Company must comply as appropriate with the Charities Act 2011;

**5.10** to accept subscriptions and donations (whether real or personal estate) and devises and bequests for all or any of the purposes aforesaid and subject to such consents as may be required by law to sell and dispose of to lease and accept surrenders of leases of and manage all real estate (including leaseholds) so received and not required to be or capable of being occupied for the purposes of the Company and generally to manage, invest and expend all monies belonging to the Company;

**5.11** to invest the monies of the Company not immediately required for its purposes in or upon such investments securities or property as may be thought fit subject nevertheless to such conditions (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided;

**5.12** to provide endow furnish and fit out with all necessary furniture and other equipment and maintain and manage such buildings and other premises necessary for the purposes of the Company;

**5.13** to establish or support any charitable trusts, company or institutions formed for all or any of the Objects;

**5.14** to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or similar charitable purposes and to exchange information with them;

**5.15** to pay any premium in respect of any indemnity insurance to cover the liability of the members for the time being of the board of trustees which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Company: provided that any such insurance shall not extend to any claim arising from any act or omission which the trustees knew to be a breach of trust or breach of duty or which was committed by the trustees in reckless disregard of whether it was a breach of trust or breach of duty or not;

**5.16** to do all such other lawful things as are necessary for the achievement of the Objects.

**6** The income and property of the Company 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 Company, and no trustee shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company: provided that nothing in this document shall prevent either any trustee or any Relation receiving a benefit from the Company in the capacity of a beneficiary of the Company, or any payment in good faith by the Company:

**6.1** subject to the prior written consent of the Charity Commission - of the usual professional charges for business done by any trustee who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Company to act in a professional capacity on its behalf provided that at no time shall a majority of the trustees benefit under this provision and that a

trustee shall withdraw from any meeting at which his or her appointment or remuneration, or that of his or her partner, is under discussion;

**6.2** of reasonable and proper remuneration for any services rendered to the Company by any member, officer or servant of the Company who is not a trustee;

**6.3** of interest on money lent by any member of the Company or trustee 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 trustees;

**6.4** of fees, remuneration or other benefit in money or money's worth to any company of which a trustee may also be a member holding not more than 1/100th part of the issued capital of that company;

**6.5** of reasonable and proper rent for premises demised or let by any member of the company or a trustee;

**6.6** to any trustee of reasonable out-of- pocket expenses;

**6.7** of any premium in respect of any indemnity insurance to cover the liability of the members for the time being of the board of trustees which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Company: provided that any such insurance shall not extend to any claim arising from any act or omission which the trustees knew to be a breach of trust or breach of duty or which was committed by the trustees in reckless disregard of whether it was a breach of trust or breach of duty or not.

**7** The liability of the members is limited.

**8** Every member of the Company undertakes to contribute such amount as may be required (not exceeding £5) to the Company's assets if it should be 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 Company's debts and liabilities contracted before he or she ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributors among themselves.

**9.** The members may, at any time before and in expectation of its dissolution, resolve that if there remains any net assets of the Company it shall not be paid or distributed among the members of the Company but shall be given to any other charity or charities having objects similar to the Objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Company by Clause 6 above, and, if that cannot be done, then to some other charitable object.

# **The Companies Acts 1985 – 2006**

## **Company Limited by Guarantee**

## **And Not Having a Share Capital**

### **Articles of Association of**

### **Carers Trust Tyne & Wear**

(as adopted by the company on 30 March 2021)

#### **Interpretation**

##### **1 In these Articles:**

"the Act"	means the Companies Act 2006 including any statutory modification or re- enactment thereof for the time being in force;
"Articles"	means these Articles of Association of the Company;
"Auditors"	means the auditors of the Company;
"the Company"	means Carers Trust Tyne & Wear intended to be regulated by these Articles;
"clear days"	in relation to the period of notice means the period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
"executed"	includes any mode of execution;

<b>"Executive Office"</b>	means the offices of chair, vice-chair, secretary and treasurer
<b>"the Memorandum"</b>	means the Memorandum of Association of the Company;
<b>"office"</b>	means the registered office of the Company;
<b>"the seal"</b>	means the common seal of the Company if it has one;
<b>"Secretary"</b>	means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;
<b>"Trustees" and "Board of Trustees"</b>	means the directors of the Company (and "Trustee" means any one of them);
<b>"United Kingdom"</b>	means Great Britain and Northern Ireland;

and words importing the masculine gender only shall include the feminine gender. Subject as aforesaid, words or expressions contained in these Articles shall, unless the context requires otherwise, bear the same meaning as in the Act.

## **2 Company Membership**

**2.1** The Board of Trustees may at its discretion admit to membership individuals and organisations who support the objects of the Company, provided that any such person or organisation has paid or has agreed to pay the appropriate annual subscription for the time being in force. A member may resign his membership of the Company by written notice effective upon receipt of such notice by the Secretary.

**2.2** A corporate body or association which is a member shall appoint a deputy who shall during the continuance of their appointment be entitled to exercise in any general meeting of the Company all such rights and powers as the corporate body or association would exercise if it was an individual person. Each member organisation shall send to the secretary of the Company written notification of its choice of deputy.

**2.3** The Company shall maintain a register of members in which shall be recorded the name and address of every member, and the dates on which they became a member and on which they ceased to be a member.

**2.4** All members shall be bound to the best of their ability to further the objects, interests and influence of the Company.

**2.5** The board of trustees may, by notice to a member, terminate that member's membership when the board of trustees (acting reasonably and after considering any representations from the member concerned) determines that the member has failed to act in accordance with Article 2.4.

## **General Meetings**

**3** The board of trustees may call general meetings and, on the requisition of members pursuant to the provisions of the Act, shall forthwith proceed to convene a general meeting for a date not later than eight weeks after receipt of the requisition. If there are not within the United Kingdom sufficient trustees to call a general meeting, any trustee from the board of trustees or any member of the Company may call a general meeting.

## **Notice of General Meetings**

**4** A general meeting called for the passing of a special resolution shall be called by at least twenty-one clear days' notice. All other general meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed by a majority in number of members having a right to attend and vote, being a majority together holding not less than ninety-five percent of the total voting rights at the meeting of all the members.

The notice shall specify the time and place of the meeting and the general nature of the business to be transacted.

The notice shall be given to all the members and to the board of trustees and the auditors.

**5** The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

## **Proceedings at General Meetings**

**6** No business shall be transacted at any meeting unless a quorum is present. Five persons each being a member, a duly appointed deputy of a corporate body or association member or a duly appointed proxy, or one tenth of the total number of such persons for the time being, whichever is the greater, shall constitute a quorum.

**7** If within half an hour from the time appointed for a meeting a quorum is not present, the meeting, if convened upon a requisition of members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week, at the same time and place, or to such other time and place as the board of trustees may determine, and if at the adjourned

meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum.

**8** The chair, if any, of the board of trustees or in his absence the vice chair or some other trustee nominated by the board of trustees shall preside as chair of the meeting, but if neither the chair nor such other trustee (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the members of the board of trustees present shall elect one of their number to be chair and, if there is only one trustee present and willing to act, he shall be chair.

**9** If no trustee is willing to act as chair, or if no trustee is present within fifteen minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be chair.

**10** The chair may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

**11** A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of the show of hands, a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:

**11.1** by the chair; or

**11.2** by at least two members having the right to vote at the meeting.

**12** Unless a poll is duly demanded a declaration by the chair that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

**13** The demand for a poll may be withdrawn before the poll is taken, but only with the consent of the chair. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made.

**14** A poll shall be taken as the chair directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the results of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.

**15** In the case of an equality of votes, whether on a show of hands or on a poll, the chair shall be entitled to a casting vote in addition to any other vote he may have.



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 government has been unable to raise  
 the necessary funds to carry out  
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**16** The board of trustees may in its absolute discretion permit any interested person, notwithstanding that he is not a voting member of the Company, to attend any general meeting of the Company but no such person shall be entitled to speak or vote at any meeting which he is so permitted to attend.

**17** A general meeting may be validly held notwithstanding that all of the members are not present at the same place and at the same time provided that a quorum of the members at the time of the meeting are in direct communication with each other whether by way of telephone, audio-visual link or other form of telecommunication and such participation in a meeting shall constitute presence in person at the meeting.

### **Votes of Members**

**18** Subject to Article 15, every member shall have one vote.

**19** No member shall be entitled to vote at any general meeting unless all moneys then payable to the Company by him or his organisation have been paid.

**20** No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chair whose decision shall be final and conclusive.

**21** A vote given or poll demanded by a duly authorised member shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the office before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

**22** Any member is entitled to appoint another person (whether a member or not) as his or her proxy to attend and vote instead of him or her at any general meeting; and a proxy appointed to attend and vote instead of a member has also the same right as the member to speak at the general meeting.

### **Trustees**

**23** The number of trustees shall be not less than three but (unless otherwise determined by ordinary resolution) shall not exceed seventeen; the precise number of trustees shall be determined by the board of trustees.

### **Powers of the Trustees**

**24** Subject to the provisions of the Act, the Memorandum and the Articles and to any directions given by special resolution, the business of the Company shall be managed by the board of trustees who may exercise all the powers of the Company. No alteration of the Memorandum or the Articles and no such direction shall invalidate any prior act of the board

of trustees which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the board of trustees by the Articles and a meeting of trustees at which a quorum is present may exercise all the powers exercisable by the board of trustees.

**25** In addition to all powers hereby expressly conferred upon it and without detracting from the generality of their powers under the Articles the board of trustees shall have the following powers, namely:

**25.1** to expend the funds of the Company in such manner as it shall consider most beneficial for the achievement of the objects and to invest in the name of the Company such part of the funds as it may see fit and to direct the sale or transposition of any such investments and to expend the proceeds of any such sale in furtherance of the objects of the Company; and

**25.2** to enter into contracts on behalf of the Company.

### **Appointment and Retirement of Trustees**

**26** Any person who is willing to act as a trustee and is permitted by law to do so, may be appointed as a trustee by a decision of the board of trustees in accordance with such procedures as may be adopted by the board of trustees from time to time.

**27** It should also be noted that if the departure of a trustee leaves the Company with less than three trustees, the outgoing trustee continues to hold trustee responsibility until the Company is wound up or a replacement trustee is identified.

**28** No person may be appointed as a trustee:

**28.1** unless he has attained the age of eighteen years; or

**28.2** in circumstances such that, had he already been a trustee, he would have been disqualified from acting under the provisions of Article 29.

### **Disqualification and Removal of Trustees**

**29** A trustee shall cease to hold office if he:

**29.1** ceases to be a trustee by virtue of any provision in the Act or is disqualified from acting as a trustee by virtue of the Charities Act 2011 (or any statutory re-enactment or modification of that provision);

**29.2** becomes incapable by reason of mental disorder, illness or injury of managing and administering his affairs;

**29.3** resigns his office by notice to the Company (but only if at least three trustees will remain in office when the notice of resignation is to take effect);

**29.4** is absent without the permission of the board of trustees from all its meetings held within a period of six months and the board of trustees resolves that his office be vacated;

**29.5** does or omits to do anything which he or she should or should not have done and which brings the Company into disrepute; or

**29.6** behaves in a manner which is materially contrary to any code of conduct from time to time adopted by the Company.

**30** No person shall be incapable of being appointed or elected as a member of the board of trustees by reason of his or her having attained the age of seventy years or any other age, nor shall any member of the board of trustees be obliged to vacate his or her office by reason of having attained the age of seventy or any other age.

### **Trustees' Appointments**

**31** Trustees may appoint one or more of their number to any unremunerated Executive Office under the Company. Any such appointment may be made upon such terms as the board of trustees determines. Any appointment of a trustee to an Executive Office shall terminate if he ceases to be a trustee.

**32** Except to the extent permitted by Clause 6 of the Memorandum (subject to Article 43), no trustee shall take or hold any interest in property belonging to the Company or receive remuneration or be interested otherwise than as a trustee in any other contract to which the Company is a party.

**33** The board of trustees shall have power to appoint persons who have rendered significant service to the Company to the office of president. Only one president may hold office at any one time. The president shall be entitled to attend any general meeting of the Company but without power to vote on any resolution before the meeting.

**34** The board of trustees shall have the power to appoint people who have rendered significant service to the Company to the office of patron or honorary member as it sees fit. The number of patrons or honorary members shall be unlimited and entirely at the board of trustees' discretion. Any patron or honorary member shall be entitled to attend any general meeting of the Company but without power to vote on any resolution before the meeting.

### **Proceedings of Trustees**

**35** Subject to the provisions of the Articles, the board of trustees may regulate its proceedings as it thinks fit. Two trustees may, and at their request the secretary shall, call a meeting of the board of trustees. It shall not be necessary to give notice of a meeting to a trustee who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chair shall have a second or casting vote.

**36** The quorum for the transaction of the business of the board of trustees may be fixed by the board of trustees but shall be not less than half their number.

**37** The board of trustees may appoint one of its number to be the chair of their meetings and may at any time remove him from that office. Unless he is unwilling to do so, the trustee so appointed shall preside at every meeting of trustees at which he is present. If there is no trustee holding that office, or if the trustee holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the trustees present may appoint one of their number to be chair of the meeting.

**38** Trustees (or members of any committee of trustees as the case may be) may, in order to consider and transact the business of the trustees, convene together all or some through the medium of one or more conference telephone or videophone or other communications equipment whereby all persons participating may hear each other and be heard sufficiently to permit contemporaneous exchange and debate. Subject mutatis mutandis to the notice and quorum provisions of these Articles being observed each such convention of trustees shall be deemed to constitute a validly held meeting of trustees and participation in a meeting in such manner shall be deemed to constitute presence in person at such meeting. If a majority of the participants in such convention are present in person in one place, that place shall be deemed the location of the meeting or, if there is no such place, where the chairman is. Voting in any such convention shall be by way of poll taken orally.

**39** The board of trustees may appoint one or more sub-committees, each including at least one or more trustees, for the purpose of making any inquiry or supervising or performing any function or duty which in the opinion of the board of trustees would be more conveniently undertaken or carried out by a sub-committee: provided that all acts and proceedings of any such sub-committees shall be fully and promptly reported to the board of trustees.

**40** All acts done by a meeting of trustees, or by a committee of trustees, shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any trustee or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a trustee and had been entitled to vote.

**41** A resolution in writing, signed by all the board of trustees entitled to receive notice of a meeting of trustees or of a committee of trustees, shall be as valid and effective as if it had been passed at a meeting of trustees or (as the case may be) a committee of trustees duly convened and held. Such a resolution may consist of several documents in the same form, each signed by one or more of the board of trustees.

**42** Any bank account in which any part of the assets of the Company is deposited shall be operated by the board of trustees and shall indicate the name of the Company.

**43** A trustee must absent himself from any discussions of the trustees in which it is possible that a conflict will arise between his duty to act solely in the interests of the Company and any personal interest (including but not limited to any personal financial interest).

## **Secretary**

**44** Subject to the provisions of the Act, the secretary shall be appointed by the board of trustees for such term, at such remuneration (if not a Trustee) and upon such conditions as they may think fit; and any secretary so appointed may be removed by them.

## **Minutes**

**45** The board of trustees shall keep minutes in books kept for the purpose of all:

**45.1** appointments of officers made by the board of trustees; and

**45.2** proceedings at meetings of the Company and of the board of trustees and of committees of the board of trustees including the names of the trustees present at such meetings and others in attendance.

## **Notices**

**46** Any notice to be given to or by any person pursuant to the Articles shall be given in hard copy form or in electronic form to an address for the time being notified for that purpose to the person giving the notice (except that a notice calling a meeting of the board of trustees need not be in any form of writing).

**47** The Company may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address or by giving it in electronic form to an address for the time being notified to the Company by the member.

**48** A member present in person at any meeting of the Company shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called.

## **Indemnity**

**49** Subject to the provisions of the Act every trustee or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in that capacity in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

## **Rules**

**50** The board of trustees may from time to time make, alter, add to or repeal such rules or bye laws as it may deem necessary or expedient or convenient for the proper conduct and management of the Company and for the purposes of prescribing classes of and conditions



of membership and, in particular but without prejudice to the generality of the foregoing, they may by such rules or bye laws regulate:

**50.1** the conduct of members of the Company in relation to one another, and to the Company's servants;

**50.2** the setting aside of the whole or any part or parts of the Company's premises at any particular time or times or for any particular purpose or purposes; and

**50.3** generally, all such matters as are commonly the subject matter of company rules.

**51** The board of trustees shall adopt such means as it thinks sufficient to bring to the notice of members of the Company all such rules or bye laws, which shall be binding on all members of the Company. Provided that no rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or the Articles.

### **Alterations to these Articles**

**52** These Articles may only be altered by (a) resolution(s) passed at a general meeting by at least three quarters of those members present, in person or by proxy, and voting.