

**THE ASSOCIATION OF CHARITABLE ORGANISATIONS**  
**A CHARITABLE COMPANY**  
(Companies Acts, Company limited by guarantee)  
**MEMORANDUM OF ASSOCIATION**  
(as amended by special resolution dated 22 June 2018)

1. Name

The name of the Charity is The Association of Charitable Organisations.

2. Registered Office

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

3. Objects

The **Objects** are:

To promote for the public benefit the efficiency and effectiveness of charities, particularly but not exclusively those which relieve individuals in need, by assisting in their better administration and promoting the sharing of information and practices useful to these charities.

4. Powers

The Charity has the power to do anything in promoting its objects, unless forbidden by law.

5. Benefits to Trustees and Members

5.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the **members** but:

- (1a) employees or volunteers of members, who are not Trustees, may be employed or enter into contracts with the Charity and receive reasonable payment for goods or services supplied;
- (1b) members may enter into contracts with the Charity and receive reasonable payment for goods or services supplied;
- (2) members and Trustees may be paid interest at a reasonable rate on money lent to the Charity;
- (3) members and Trustees may be paid a reasonable rent or hiring fee for property or equipment let or hired to the Charity; and

5.2 A Trustee must not receive any payment of money or other material benefit (whether

directly or indirectly) from the Charity except:

- (1) as mentioned in clauses 5.1(2) (interest), 5.1(3) (rent)[, [or 5.3 (contractual payments)];
- (2) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Charity;
- (3) an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
- (4) in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance).

5.3 A Trustee may not be an employee of the Charity, but a Trustee or a connected person may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit if:

- (1) the goods or services are actually required by the Charity;
- (2) the nature and level of the benefit is no more than reasonable in relation to the value of the goods or services and is set at a meeting of the Trustees in accordance with the procedure in clause 5.4; and
- (3) no more than one third of the Trustees are interested in 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, he or she must:

- (1) declare an interest before the meeting or at the meeting before discussion begins on the matter;
- (2) be absent from the meeting for that item unless expressly invited to remain in order to provide information;
- (3) not be counted in the quorum for that part of the meeting; and
- (4) be absent 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

The liability of members is limited.

## 7. Guarantee

Every member promises, if the Charity is dissolved while they remain 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 they were 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:

- (1) by transfer to one or more other bodies established for exclusively charitable purposes within, or similar to the objects;
- (2) directly for the objects or for charitable purposes which are within or similar to the objects;
- (3) in such other manner consistent with charitable status as the Commission approve in writing in advance.

8.2 A final report and statement of account must be sent to the Commission.

## 9. Interpretation

9.1 References to an Act of Parliament are references to that 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 & ADDRESSES OF SUBSCRIBERS	SUBSCRIBERS' SIGNATURES (see original Memorandum)
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Name .....

Address .....

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*[Repeat for each subscriber]*

Dated .....

Witness to the above signatures

Name .....

Address .....

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Occupation ..... Signature .....