

Company No: 06292369

THE COMPANIES ACT 1985 AND 1989

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MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

Leicester Secular Society

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Incorporated on 26<sup>th</sup> June 2007

## Companies Acts 1985 & 1989

Company limited by guarantee and  
not having a share capital

### Memorandum of Association of

#### Leicester Secular Society

1. NAME

The name of the Company is Leicester Secular Society ('the Company')

2. REGISTERED OFFICE

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

3. OBJECTS

The objects of the Company are: -

- 3.1 To promote a civil society that accords and guarantees equal worth and rights to all individuals, based solely on human values and needs, and without reference to any transcendental or supernatural concepts
- 3.2 To promote freedom of belief and thought
- 3.3 To promote open dialogue, participation, cooperation and friendship
- 3.4 To promote freedom of expression and action
- 3.5 To oppose any privileges, structures, obstructions or pressures that interfere with the above, whether deriving from the state, religion or any other source
- 3.6 To conserve the Society's heritage and to encourage more individuals to be involved in its conservation
- 3.7 To acquire or continue to hold with or without valuable consideration any legal and equitable estate or interest in land, any personal property and any rights, actions or privileges which the Company may think necessary for the promotion of its objects

and to erect, build, manufacture, improve, manage, construct, repair, conserve, maintain, renovate, alter or develop any real or personal property

#### 4. POWERS

The Company has the following powers, which may be exercised only in promoting the Objects:

- 4.1 To take over the assets and liabilities of the unincorporated organisation currently known as Leicester Secular Society of Secular Hall 75 Humberstone Gate Leicester LE1 1WB
- 4.2 To promote or carry out research and run a library
- 4.3 To publish or distribute material; to arrange lectures, discussions, classes, meetings and other activities
- 4.4 To co-operate with other bodies
- 4.5 To affiliate with other organisations
- 4.6 To raise funds
- 4.7 To borrow money and give security for loans
- 4.8 To acquire or hire property of any kind
- 4.9 To let or dispose of property of any kind
- 4.10 To make grants or loans of money and to give guarantees
- 4.11 To set aside funds for special purposes or as reserves against future expenditure
- 4.12 To 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)
- 4.13 To delegate the management of investments to a financial expert but only on terms such that:
  - 4.13.1 the investment policy is set down in writing for the financial expert by the Directors
  - 4.13.2 every transaction is reported promptly by the financial expert to the Directors
  - 4.13.3 the performance of the investments is reviewed regularly by the financial expert with the Directors
  - 4.13.4 the Directors are entitled to cancel the delegation arrangement at any time
  - 4.13.5 the investment policy and the delegation arrangement are reviewed at least once a year by the Directors with the financial expert

- 4.13.6 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 Directors on receipt by the financial expert
- 4.13.7 the financial expert must not do anything outside the powers of the Directors
- 4.14 To arrange for investments or other property of the Company 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 Directors or of a financial expert acting under their instructions and to pay any reasonable fee required
- 4.15 To insure the property of the Company against any foreseeable significant risk and take out other insurance policies to protect the Company when required
- 4.16 To insure the Directors against the costs of a successful defence to a criminal prosecution brought against them as company directors 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 Director concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty
- 4.17 Subject to clause 5, to employ paid or unpaid agents, staff or advisers
- 4.18 To enter into contracts to provide services to or on behalf of other bodies
- 4.19 To establish subsidiary companies to assist or act as agents for the Company
- 4.20 To pay the costs of forming the Company
- 4.20A To raise funds and to invite and to receive subscriptions, endowments, grants (whether government, municipal or from any statutory or charitable body or otherwise) and donations (whether of real or personal property) and devises and bequests for all or any of the purposes aforesaid and to sell, charge, exchange, or dispose of, and 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
- 4.20B To acquire or continue to hold with or without valuable consideration any legal and equitable estate or interest in land, any personal property and any rights, actions or privileges which the Company may think necessary for the promotion of its objects and to erect, build, manufacture, improve, manage, construct,

repair, maintain, renovate, alter or develop any real or personal property

4.20C To issue or grant any mortgage, charge, standard security, lien or other security upon all or any part of the real and/or personal property or assets of any description whether present or future

4.20D To raise money and to invite and receive grants from any statutory or charitable body or otherwise, for the purposes of the Company on such security as may be thought fit

4.21 To do anything else within the law which promotes or helps to promote and further the attainment of the Objects or any of them

To do all other things as are incidental or conducive to the attainment of the said purposes

## 5. BENEFITS TO MEMBERS AND DIRECTORS

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

5.1.1 members who are not Directors may be employed by or enter into contracts with the Company and receive payment for goods or services supplied, not exceeding normal and reasonable and proper open market payments for such goods or services supplied

5.1.2 members (including Directors) may be paid interest on money lent to the Company, at a rate not exceeding normal open market rates

5.1.3 members (including Directors) may be paid a rent or hiring fee for property let or hired to the Company not exceeding normal open market rents or fees for such lettings or hirings

5.2 A Director must not receive any payment of money or other material benefit (whether directly or indirectly) from the Company except

5.2.1 as mentioned in clauses 4.16, 5.1.2, 5.1.3 or 5.3.

5.2.2 as reimbursement of reasonable and proper out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Company and/or in carrying out his/her duties as a Director

5.2.3 as an indemnity in respect of any liabilities properly incurred in running the Company (including the costs of a successful defence to criminal proceedings)

- 5.2.4 as payment in money or money's worth to any company in which a Director has no more than a 1 per cent shareholding
- 5.2.5 in exceptional cases, other payments or benefits
- 5.3 Any Director (or any firm or company of which a Director is a member or employee) may enter into a contract with the Company to supply goods or services in return for a payment or other material benefit but only if
  - 5.3.1 the goods or services are actually required by the Company
  - 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 clause 5.4
  - 5.3.3 no more than one third of the Directors are subject to such a contract in any financial year
- 5.4 Whenever a Director has a personal interest in a matter to be discussed at a meeting of the Directors or a committee the Director concerned must:
  - 5.4.1 declare an interest as 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

## 6. LIMITED LIABILITY

The liability of members is limited

## 7. GUARANTEE

Every member undertakes to contribute to the assets of the Company, in the event of the same being wound up while he or she is a member, or within 12 months after he or she ceases to be a member, for payment of the debts and liabilities of the Company 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 contributories among themselves, such amount as may be required not exceeding £1.00.

## 8. DISSOLUTION

- 8.1 If the Company is wound up or dissolved the assets and any property whatsoever (if any) remaining after provision has been made for all its debts and liabilities shall not be paid or distributed among the members of the Company, but must be applied by the transfer to one or more other charitable or not for profit institutions or organisations or bodies established for purposes the same as or similar to the Objects of the Company, and which shall prohibit the distribution of its or their income and property amongst its or their members to an extent at least as great as is imposed on the Company under or by virtue of the Company's Memorandum of Association.

## 9. INTERPRETATION

- 9.1 Unless the context otherwise requires, 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

## Companies Acts 1985 and 1989

Company limited by guarantee and not having a share capital

### ARTICLES OF ASSOCIATION OF

#### Leicester Secular Society

#### 1. MEMBERSHIP

- 1.1 The number of members with which the company proposes to be registered is unlimited
- 1.2 The Company must maintain a register of members
- 1.3 Membership of the Company is open to any individual aged sixteen or over interested in promoting the Objects who
  - 1.3.1 applies to the Company in the form required by the Board of Directors,
  - 1.3.2 is approved by the Board of Directors
  - 1.3.3 signs the Register of members or consents in writing to become a member
- 1.4 The Board of Directors may only refuse an application for membership if, acting reasonably and properly, they consider it to be in the best interests of the Company to refuse the application and in such event: -
  - 1.4.1 the Board of Directors must inform the applicant in writing of the reasons for the refusal within twenty-one days of its decision; and
  - 1.4.2 The Board of Directors must consider any written representations the applicant may make about its decision provided that any such written representations are received by the Board of Directors within 14 clear days of the date of the applicant being informed of the decision of the Board of Directors referred to in 1.4.1 above;
  - 1.4.3 The Board of Directors' decision following any written representations received from the applicant must be notified to

the applicant in writing within 14 clear days of the decision and shall be final.

- 1.5 The Board of Directors may establish different classes of membership and prescribe their respective privileges and duties and set the amounts of any subscriptions (eg Life, Free, Honorary, Associate) subject to review from time to time
- 1.6 An annual subscription fee shall be determined by the Board of Directors and shall be subject to review from time to time by the Board of Directors.
- 1.7 Membership is terminated if the member concerned
  - 1.7.1 gives written notice of resignation to the Company,
  - 1.7.2 diesor
  - 1.7.3 is six months in arrears in paying the relevant subscription (if any) (but in such a case the member may be reinstated on payment of the amount due)
- 1.8 Membership may be terminated or suspended by resolution of the Board of Directors on the ground that in their reasonable opinion the member's continued membership is harmful to the Company (but only after notifying the member in writing of the grounds for such action and considering the matter in the light of any written representations which the member concerned puts forward within 14 clear days after receiving notice). Any such removal or suspension shall be reported to the next general meeting of members, to which meeting the member shall have the right of appeal
- 1.9 Membership of the Company is not transferable

## 2. GENERAL MEETINGS

- 2.1 The Company shall in October or November of each calendar year hold an AGM in addition to any other meetings in that year and shall specify the meeting as such in the notices calling it except that the first AGM may be held on any date within 18 months of its incorporation
- 2.2 The AGM in each year shall be held at such time and place as the Board of Directors shall appoint
- 2.3 All General Meetings other than AGM's shall be EGM's
- 2.4 The Board of Directors may call an EGM at any time, and an EGM must be called within a clear seven days of the Secretary receiving a written request from at least ten members giving the purpose thereof. If there are not within the United Kingdom

sufficient Directors to call a general meeting, any Director or any member of the Company may call an EGM

### 3. NOTICE OF GENERAL MEETINGS

- 3.1 Every AGM shall be called by the Secretary sending members at least 28 clear days written notice specifying the time and place of the AGM and the general nature of the business to be transacted
- 3.2 An EGM called for the passing of a special resolution shall be called by the Secretary sending members at least 21 clear days written notice specifying the time and place of the EGM and the general nature of the business to be transacted
- 3.3 All other EGM's shall be called by at least 14 clear days notice but a general meeting other than an AGM may be called by shorter notice if so agreed by a majority of the members having a right to attend and vote being a majority together holding not less than 95% of the total voting rights of all the members
- 3.4 Motions and nominations for a General Meeting must be received in writing by the Secretary at least 14 clear days before that General Meeting
- 3.5 The Secretary must send or arrange for there to be sent to Members an agenda and necessary material for a General Meeting at least 7 clear days before the General Meeting
- 3.6 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
- 3.7 Adequate minutes will be kept of all meetings

### 4. PROCEEDINGS AT GENERAL MEETINGS

- 4.1 Members are entitled to attend general meetings in person only
- 4.2 No business shall be transacted at any General Meeting unless a quorum is present. There is a quorum at a General Meeting if the number of members present is at least 15 or 10% of the members if greater. If such quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such other time as the Board of Directors may determine

- 4.3 The Chairperson, or if the Chairperson is unable or unwilling to do so, some other member elected by those present and entitled to vote, shall preside at a general meeting
- 4.4 A resolution put to the vote of a meeting shall be decided by a majority of the votes cast except that special resolutions involving changes in the Memorandum or the Articles of Association of the Company require a three quarter majority of the votes cast to be passed
- 4.5 Every member present in person at a meeting and entitled to vote has one vote on a show of hands or one vote by ballot (as applicable) on each issue except for the chairperson of the meeting, who, in the event of equality of votes, has a casting (second) vote
- 4.6 At an AGM the members shall:
  - 4.6.1 receive the accounts and auditors report on the financial statements for the Company for the previous financial year
  - 4.6.2 receive the Directors report on the Company's activities since the previous AGM
  - 4.6.3 accept the retirement of the President and Chairperson and those Directors who wish to retire or who retire in accordance with Article 5.10 below
  - 4.6.4 elect the President who shall also at that time be elected as and be a Director. Candidates must be members of not less than six months standing
  - 4.6.5 elect the Chairperson who shall also at that time be elected as and be a Director. Candidates must be members of not less than six months standing
  - 4.6.6 elect persons to fill vacant positions as Directors. Such persons must be members of not less than six months standing
  - 4.6.7 appoint auditors for the Company
  - 4.6.8 may confer on any individual (with his or her consent) an honorary title, for example Patron or Honorary Associate
  - 4.6.9 discuss and determine any issues of policy or deal with any other business put before them
- 4.7 No motion other than one made on behalf of the Board of Directors, or in accordance with Article 3.4, shall be made at an AGM
- 4.8 No decisions may be taken at an EGM concerning any matter not specified for discussion in the notification of the meeting sent to members in accordance with Article 3.5

## 5. THE BOARD OF DIRECTORS

- 5.1 The Board of Directors has control of the Company and its property and funds. In an emergency the Directors holding the positions of Chairperson, President and Treasurer and the Secretary shall have the power to act after such consultation as can reasonably be achieved between them, and shall report the action taken to the next meeting of the Board of Directors
- 5.2 Unless otherwise determined by ordinary resolutions of the members, the number of Directors (inclusive of the President and Chairperson but exclusive of co-opted Directors appointed in accordance with Article 5.8 as additional directors and not to fill a vacancy) shall not be less than four and not more than nine individuals all of whom must be members
- 5.3 The subscribers to the Memorandum (other than Keith John Baker and Christopher Andrew Williams who are named as subscribers on the Memorandum) are the first Directors of the Company and may appoint such of their number as Chairman and President who shall hold such position until the first AGM upon which they shall retire in accordance with the terms of these Articles
- 5.4 Every Director must sign a declaration of willingness to act as a Director of the Company before he or she is eligible to vote at any meeting of the Directors and/or the Board of Directors
- 5.5. Nominations for election of the President and Chairperson shall be made in writing to the Secretary at least fourteen days prior to the AGM. They must be seconded in writing and the nomination must be accompanied by a personal statement in support of the nomination of between 200 and 300 words from the person nominated. Postal voting for the President and Chairperson is permitted for members not attending the AGM in addition to voting by hand at the AGM by those present.

Eligible members may volunteer themselves, or be nominated by another member, for election as an ordinary Director either in advance of the AGM or at the start of the election item at the AGM.

Candidates for ordinary Director positions must make a personal statement of between 100 and 200 words in support of their election either in writing in advance or orally at the AGM before voting commences. Where the Secretary receives a written statement in advance this must be circulated, if available, to members with the other AGM papers.

All volunteers or nominees must be seconded to be eligible to stand for election.

Ballot papers for postal voting for the President and Chairperson along with two envelopes to assure secrecy will be provided, after nominations close, to any member requesting them. Completed ballot papers returned for the election for the President and Chairperson will be checked off by the Secretary and handed unopened by the Secretary to the Tellers appointed at the AGM. Any member having submitted a postal ballot but wishing to vote by hand at the AGM will have their unopened postal ballot destroyed.

Members who have served three consecutive terms in the position of either President or Chairperson may be nominated for election as a Director but shall not be eligible for nomination for the position of President or Chairperson previously held by them until the next following AGM.

- 5.6 Retiring elected Directors apart from the President and the Chairperson (who have been elected pursuant to Article 4 above) who have served as an elected Director for two successive terms shall not be eligible to stand for re-election as a Director until the next following AGM
- 5.7 A Director's term of office automatically terminates if he or she:
  - 5.7.1 is disqualified by law from acting as a company director
  - 5.7.2 is incapable of managing his or her own affairs
  - 5.7.3 is absent from three consecutive meetings of the Directors without apology
  - 5.7.4 ceases to be a member or is suspended (but such a person may be reinstated by resolution passed by a majority of the Board of Directors on resuming membership of the Company before the next AGM)
  - 5.7.5 resigns by written notice to the Secretary (but only if at least four Directors will remain in office)
  - 5.7.6 is removed by resolution passed by a majority of the members present and voting at a general meeting after the meeting has invited the views of the Director concerned and considered the matter in the light of any such views
- 5.8 The Board of Directors may at any time co-opt any person duly qualified to be appointed as a Director to fill a vacancy or as an additional Director provided that there are not more than three additional Directors at any time and provided that such appointment does not cause the number of Directors to exceed the number fixed by or in accordance with the Article as the maximum number of Directors. Co-opted Directors have the same rights as elected Directors with regard to the proceedings of the Directors

- 5.9 A technical defect in the appointment of a Director of which the Board of Directors are unaware at the time does not invalidate decisions taken at a meeting
- 5.10 Each of the Directors so appointed in accordance with Article 5.8 above and the President and the Chairperson and the nearest number to one third of the other Directors must retire at each AGM, those having served longest since appointment or election retiring first and the choice, if needed, between any of equal service being made by drawing lots

## 6. PROCEEDINGS OF THE DIRECTORS

- 6.1 The Directors must hold at least one board meeting in at least nine of the months in each year. If two or more Directors request the Secretary in writing to summon a special meeting of the Board of Directors for a specified object the Secretary shall call a meeting and inform the Directors of its object as soon as is practical
- 6.2 A quorum at a meeting of the Board of Directors is four Directors of whom one at least shall be the President or the Chairperson or the Treasurer or the Secretary and at least three of whom have been elected
- 6.3 A meeting of the Board of Directors may be held either in person or by suitable electronic means agreed by the Directors in which all participants are in communication with all the other participants
- 6.4 The Chairperson or (if the Chairperson is unable or unwilling to do so) some other Director chosen by the Directors present presides at each meeting
- 6.5 Every issue is determined by a simple majority of the votes cast at a meeting of the Board of Directors, a quorum being present, but a motion received in writing by the Secretary, with the dated signatures of all the Directors and of whom a majority approve of the motion, is deemed to have been passed at a meeting (and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature)
- 6.6 Every Director has one vote on each issue except for the Chairperson, or (if the Chairperson is unable or unwilling to do so) some other Director chosen by the Directors present to preside at the meeting, who has a casting (second) vote in the event of equality of votes
- 6.7 A procedural defect of which the Directors are unaware at the time does not invalidate decisions taken at a meeting

## 7. POWERS OF DIRECTORS

The Board of Directors has the following powers in the administration of the Company:

- 7.1 to appoint (and remove) from among their number a Company Secretary to act in accordance with the Act until the start of the first meeting of the Board of Directors following the next AGM
- 7.2 to appoint (and remove) from among their number a Treasurer to serve until the start of the first meeting of the Board of Directors following the next AGM and such other honorary officers as they deem appropriate
- 7.3 to delegate any of their functions to sub-committees consisting of two or more individuals appointed by them (but at least one member of every sub-committee must be a Director and all proceedings of sub-committees must be reported promptly to the Board of Directors)
- 7.4 to make Standing Orders consistent with the Memorandum, these Articles and the Act to govern proceedings at general meetings
- 7.5 to make Rules consistent with the Memorandum, these Articles and the Act to govern proceedings at their meetings and at meetings of committees
- 7.6 to make Regulations consistent with the Memorandum, these Articles and the Act to govern the administration of the Company and the use of its seal (if any)
- 7.7 to establish procedures to assist the resolution of disputes within the Company
- 7.8 to exercise any powers of the Company which are not reserved to a general meeting
- 7.9 the Board of Directors may not alter the Articles or Memorandum of Association

## 8. RECORDS & ACCOUNTS

- 8.1 The Board of Directors must comply with the requirements of the Act as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies of
  - 8.1.1 annual reports
  - 8.1.2 annual returns
  - 8.1.3 annual statements of account
- 8.2 The Board of Directors must keep proper records of

- 8.2.1 all proceedings at General Meetings
- 8.2.2 all proceedings at meetings of the Directors
- 8.2.3 all reports of committees and
- 8.2.4 all professional advice obtained
- 8.3 Accounting records relating to the Company must be made available for inspection by any Director at any reasonable time during normal office hours and may be made available for inspection by members who are not Directors if a majority of the Board of Directors so decide
- 8.4 A copy of the Company's latest available audited statement of account must be supplied within two months of the request to any Director or member, or to any other person who makes a written request and pays the Company's reasonable costs

## 9. NOTICES

- 9.1 Notices under these Articles may be sent by hand, or by post or by suitable electronic means. Notices of Directors' meetings should include a copy of the last meeting's minutes, an agenda, and copies of any papers to be discussed
- 9.2 The only addresses at which a member is entitled to receive notices are the addresses shown in the register of members
- 9.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received
  - 9.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address
  - 9.3.2 two clear days after being sent by first class post to that address
  - 9.3.3 three clear days after being sent by second class or overseas post to that address
  - 9.3.4 on being handed to the member personally or
  - 9.3.5 as soon as the member acknowledges actual receipt
- 9.4 A technical defect in the giving of notice of which the Directors are unaware at the time does not invalidate decisions taken at a meeting

## 10. DISSOLUTION

The provisions of the Memorandum relating to dissolution of the Company take effect as though repeated here

## 11. INTERPRETATION

### 11.1 In the Memorandum and in these Articles:

'The Act' means the Companies Act 1985, as amended

'AGM' means an annual general meeting of the Company

'these Articles' means these articles of association

'Board of Directors' means the Directors as a body and formally convened meetings of the Directors

'Chairperson' means the chairperson of the Directors

'the Company' means the company governed by these Articles

'Company Director' has the meaning prescribed by the Act

'clear day' means 24 hours from midnight following or preceding the relevant event

'EGM' means an extraordinary general meeting of the Company

'financial expert' means an individual, company or firm who is an authorised person or an exempted person within the meaning of the Financial Services and Markets Act 2000

'General Meeting' means a business meeting called to decide the business of the Company (including EGM's and AGM's) as distinct from events like talks, discussions, outings and visits

'material benefit' means a benefit which may not be financial but has a monetary value

'member' and 'membership' refer to membership of the Company

'Memorandum' means the Company's Memorandum of Association

'month' means calendar month

'the Objects' means the Objects of the Company as defined in clause 3 of the Memorandum

'Secretary' means the Secretary of the Company

'officer' means Secretary, Chairperson, President or Treasurer.

'Director' means a director of the Company and 'Directors' means all of the directors.

'written' or 'in writing' refers to a legible document on paper, an email or a fax message

'year' means calendar year

### 11.2 Expressions defined in the Act have the same meaning

11.3 References to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it