

The Companies Act 1985

COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM  
AND ARTICLES  
OF ASSOCIATION OF

ROCHDALE LAW CENTRE

(Incorporated the 22nd day of January 1991)  
Messrs Molesworths Solicitors

3/11 Drake Street  
Rochdale  
Lancashire  
OL16 1RH

## **THE COMPANIES ACT 1985**

COMPANY LIMITED GUARANTEE  
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### **MEMORANDUM OF ASSOCIATION OF ROCHDALE LAW CENTRE**

#### **1. NAME**

The name of the Company (hereinafter called "the Law Centre) is 'Rochdale Law Centre'.

#### **2. REGISTERED OFFICE**

The Registered Office of the Law Centre will be situated in England.

#### **3. MAIN OBJECTS**

The objects for which the Law Centre is established are:

3.1 To establish a legal service for the charitable purpose of relieving poverty primarily but not exclusively in the area of Rochdale Borough Council.

3.2 To work towards equal opportunities in the provision of that legal service and to work in an anti-discriminatory manner in the support of persons using that service.

3.3 The advancement of education primarily but not exclusively amongst persons resident or working within the area of Rochdale Borough Council.

3.4 The advancement of such other charitable purposes as are beneficial to the community including support and assistance to community groups primarily for the persons resident or working in the area of Rochdale Borough Council.

#### **4. GENERAL OBJECTS**

In furtherance of these purposes but not further or otherwise the Law Centre may:

4.1 Provide an office or offices for the supply of advice or guidance

4.2 Provide qualified legal services in or about any contentious legal work

4.3 Provide advice and aid and assistance in or in connection with or incidental to the institution conducting defence or appealing to civil or criminal causes claims or interests in any Court Commission Tribunal or Enquiry in England or Wales including the provision of qualified legal representation thereat.

4.4 Procure to be written and print publish issue and circulate gratuitously or otherwise legal reports or periodicals books pamphlets leaflets memoranda or other documents.

4.5 Arrange and provide for or join in arranging and providing for the holding of exhibitions displays meetings and training courses on legal matters.

4.6 Promote encourage or undertake research and experimental work on legal matters.

4.7 Make or promote the making of representations to appropriate individuals or bodies in connection with legal matters in which the Law Centre has an interest.

4.8 Apply for invite obtain collect and receive money funds securities and other sources of income and capital by way of contributions subscriptions donations grants legacies sale of publications of the Law Centre and other lawful methods and receive gifts by Will and inter vivos of property of any description whether or not subject to express trusts.

4.9 Provide and fit out with all necessary furniture and other equipment and maintain and manage such other buildings and other premises as may from time to time be required for the purpose of the Law Centre.

4.10 Employ and retain on a full time or part time basis and on such terms as to pay and other conditions of employment as the Law Centre shall agree or on a voluntary basis all or any of the following:

4.10.1 Solicitors, Barristers at Law, Articled Clerks and other persons with suitable legal qualification and

4.10.2 Any other persons whose particular skills qualifications or knowledge may be of assistance in the attainment of the purpose of the Law Centre.

4.11 Purchase take on lease or licence and otherwise hold freehold and leasehold property with full power to lease sub—lease or licence occupation of all or any part of such property

4.12 Purchase take on lease and on licence hire subscribe for and by any other lawful means acquire equipment vehicles furniture books stationery supplies publications and any other chattels whatsoever.

4.13 Open and operate banking accounts and other facilities for banking.

4.14 To sell let mortgage dispose of or turn to account all or any of the property or assets of the Law Centre with a view to the furtherance of its objects.

4.15 Borrow or raise upon such terms and on such security as may be considered expedient and in particular by mortgage charge or deposit of all or any of the property and assets of the Law Centre (both present and future) and by the issue of any securities which the Law Centre has power to issue by way of security or indemnity to any person whom the Law Centre has agreed or is bound or willing to indemnify or in satisfaction or as security for any liability undertaken by it.

4.16 Enter into any Contract of Insurance howsoever in respect of any matter in which the Law Centre has an insurable interest and in particular but without limiting the generality of the foregoing in connection with any real or personal property in which the Law Centre shall have any interest or with any acts or omissions done by persons employed by the Law Centre, including indemnity insurance in respect of any fraudulent negligent and other unlawful acts by any such person.

4.17 Make charges including nominal charges or no charge in respect of the work of the Law Centre

4.18 To contribute in whole or in part towards any costs to which a party or parties for whom the Law Centre is acting may be liable.

4.19 To subscribe to, become a member of, or amalgamate or co—operate with any other charitable organization institution society or body not formed or established for purposes of profit (whether incorporated or not and whether in Great Britain or Northern Ireland or elsewhere) whose objects are wholly or in part similar to those of the Law Centre and which by its constitution prohibits the distribution of its income and property amongst its members to a similar extent as imposed on the Law Centre by virtue of Clause hereof.

4.20 Undertake and execute or create any charitable trust support or subscribe to any charitable fund or institution and if deemed desirable for such purpose enter into any covenant to pay sums of money periodically to any charitable fund or institution.

4.21 Invest the monies of the Law Centre not immediately required for its purposes in or upon such investments security or property as may be decided from time to time subject to such conditions (if any) as may for the time being be required by law and subject also as hereinafter provided.

4.22 To enter into any arrangements with any authorities municipal local or otherwise that are conducive to the objects of the Law Centre and to obtain from any such authority any rights privileges and concessions which may be desirable for the purpose of the Law Center's objects.

4.23 Take all reasonable and necessary provisions for the payment of pensions or similar provisions to or on behalf of employees.

4.24 Draw accept and negotiate cheques and bills of exchange and other negotiable instruments.

4.25 Do all such other things as will further the attainment of the above objects or any of them

## **5. RESTRICTIONS:**

5.1 Employees of the Law Centre save in exceptional circumstances shall not accept instructions from the public requiring the professional services of a Solicitor in connection with conveyancing, company or commercial matters.

5.2 Employees of the Law Centre shall not normally accept instructions (except for giving general advice) to act for members of the public in probate matters or in divorce matters or in respect of High Court litigation arising out of substantial personal injury claims or in charges tried in the Crown Court.

5.3 Nothing in sub-paragraphs 5.1 and 5.2 hereof shall be construed as preventing employees of the Law Centre from taking all proper steps to protect the interests of any individual or from acting on any persons behalf to the best of their ability.

5.4 The objects of the Law Centre shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.

5.5 In case the Law Centre shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales the Law Centre shall not sell mortgage charge or Lease the same without such authority approval or consents as may be required by law and as regards any such property the Management Committee of the Law Centre shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts receipts neglects and defaults and for the due administration of such property in the same manner and to the same extent as they would have been as such members of the Management Committee if no incorporation had been effected and the incorporation of the Law Centre shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over the members of the Management Committee but they shall as regards any such property be subject jointly and separately to such control or authority as if the Law Centre were not incorporated.

## **6. APPLICATION OF FUNDS**

6.1 The income and property of the Law Centre shall be applied solely towards the promotion and the objects of the Law Centre 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 members of the Law Centre.

6.2 Provided that nothing herein shall prevent the payment in good faith by the Law Centre:

6.2.1 of reasonable and proper remuneration to any member officer or employee of the Law Centre (not being a member of its Management Committee) for any services rendered to the Law Centre;

6.2.2 of interest on money lent by any member of the Law centre or if its

Management Committee 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 Management Committee;

6.2.3 of reasonable rent for premises let by any member of the Law Centre or of its Management Committee;

6.2.4 to any member of its Management Committee of reasonable out-of-pocket expenses.

## **7. AMENDMENTS**

No addition alteration or amendment shall be made to or in the provisions of the Memorandum and Articles of Association for the time being in force which would have the effect that the Law Centre shall cease to be a Company which by virtue of Section 30 of the Act is exempt from the requirements of the Act relating to the use of limited as part of the company name.

## **8. LIABILITY**

The liability of the Members is limited.

## **9. WINDING UP**

9.1 Every Member of the Law Centre undertakes to contribute to the assets of the Law Centre in the event of the same being wound up while he/she is a member or within one year after he/she ceased to be a Member for payment of the debts and liabilities of the Law Centre contracted before he/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 amounts as may be required not exceeding one pound.

9.2 If upon winding up or dissolution of the Law Centre 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 Law Centre but shall be given or transferred to some other charitable institution or institutions having charitable objects similar to the objects of the Law Centre and which shall prohibit the distribution to its or their income and property among its or their members to the extent as is imposed on the Law Centre by virtue of Clause 6 hereof such institution or institutions to be determined by the members of the Law Centre at or before the time of dissolution and if effect cannot be given to such provision then to some other charitable object.

WE, the several persons whose Names Addresses and Descriptions are subscribed, are desirous of being formed into a Company, in pursuance of this Memorandum of Association.

NAMES ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

DAVID SHIPP 6 Dale Lane, Delph, Oldham. OL3 5HY	Solicitor
GEOFFREY BRUCE FERGUSON 18 Newhouse Crescent Norden Rochdale OL11 5AW	Bureau Manager
ANDREW KAY Flat 6 39A Daisy Bank Road Manchester. M14 5GP	Caseworker
SAMIR CHATTERJEE 12 Overdell Drive Healey Gardens Rochdale. OL12 6DU	Senior Community Education Officer
PHILIP RAYMOND HUME 72 Woodlands Road Milnrow Rochdale. OL16 4EY	Local Government Officer
SHAHIDA NASREEN DOLAN 176 Manchester Road Rochdale OL11 4JD	Director Racial Equality Council
ABDUL HAMEED SALIK 27 Leicester Street Rochdale. OL11 1LL	Race Relation Adviser S.S.

Dated the 22nd day of January 1991

Witness to the above Signatures:—

John Frederick Kay  
Senior Partner, Messrs Molesworths  
Solicitors, 3/11 Drake Street  
Rochdale, Lancashire  
OL16 1RE

## THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE  
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### ARTICLES OF ASSOCIATION OF

#### ROCHDALE LAW CENTRE

#### PRELIMINARY

1. In these *Articles* the words standing in the first column of the table set out below shall bear the meaning set out opposite to them respectively and in the second column therefore if not inconsistent with the subject or context.

WORDS	MEANINGS
The Act	The Companies Act 1985.
The Articles	These Articles of Association and the regulations of the Law Centre from time to time in force
The Law Centre	The above named Company.
1. The Management Committee	The Management Committee for the time being of the Law Centre. For the purpose of Company House the Management Committee is to mean “the Board” and Management Committee Members is to mean “Directors”. For the purpose of the Charity Commission the Management Committee is to mean “the Board” and Management Committee Members is to mean “Trustees”.
Office	The Registered Office of the Law Centre.
Seal	The Common Seal of the Law Centre.
Month	Calendar Month.
In Writing	Written printed or lithographed or partly one and partly another and other modes of reproducing words in a visible form.

Local Organisation	Any organisation whether incorporated or not which shall be engaged in the provision of advice or other services for some or all of the persons resident or working in the designated area.
The designated area	The Rochdale Metropolitan Borough
Member	A member of the Law Centre
Staff	Those persons who are employed by the Law Centre
United Kingdom	Great Britain and Northern Ireland the Channel Islands and the Isle of Man.

The expression “Secretary” shall include any person appointed by the Management Committee to perform any of the duties of the Secretary.

Word importing the singular number only shall include the plural number and vice versa.

Words importing persons shall include corporations.

Subject as aforesaid any words or expressions defined in the Act shall, if not consistent with the subject or context, bear the same meanings in the Articles.

### **NUMBER OF MEMBERS**

2. The maximum number of Members with which the Law Centers proposes to be registered is 200 but the Management Committee may from time to time register an increase of members.

### **OBJECTS OF THE CENTRE**

3. The Law Centre is established for the purposes expressed in the Memorandum of Association and for any such purposes it may exercise all the powers conferred by the Act.

### **MEMBERS**

4. The following persons may be Members of the Law Centre:

4.1 Any person living or working in the designated area provided such person supports the aims and objectives of the Law Centre (“Individual Members”)

4.2 Any representative nominated by a local organization provided such representative and organisation support the aims and objectives of the Law Centre (“Representative Members”)

4.3 The Subscribers to the Memorandum of Association, all Members of the Management Committee and all Members of Staff (“Individual Members”).

## **APPOINTMENT OF MEMBERS**

5. The procedure for becoming a Member of the Law Centre shall be as follows:-

5.1 All persons who have made prior written application to the Law Centre may be elected members by resolution at the first meeting of the Management Committee

5.2 All persons who have made written application to the Law Centre at least one month before any General Meeting of the Law Centre may be elected members by ordinary resolution at the beginning of that General Meeting on being so proposed by at least two members present

6. Any question as to whether or not a person supports the aims and objectives of the Law Centre as required in Article 4 or as to whether any organization qualifies as a local organization as required in Article 4 may be raised before at or after the election.

7. Notice shall be given to every person elected to be a Member at his/her last known address as soon as possible after he/she shall be elected.

## **TERMINATION OF MEMBERSHIP**

8.1 Every person who is a Member of the Law Centre by reason only of being a Member of the Management Committee shall cease to be a Member of the Law Centre immediately he/she shall cease to be a Member of the Management Committee.

8.2 Every person who is a Member of the Law Centre by reason only of being a representative of a local organisation, shall cease to be a member of the Law Centre immediately he/she shall cease to be the representative of the said local organisation.

8.3 Every person who is a Member of the Law Centre shall cease to be a Member upon the passing of an ordinary resolution of the Law Centre terminating his/her Membership.

8.3.1 Members of the Law Centre who do not make contact with the Law Centre, its officers, staff or Management Committee members and do not attend the Annual General Meeting without an apology for twenty four months shall expire as members of the Law Centre.

8.4 Every person who is a Member of the Law Centre shall cease to be a Member upon receipt at the office of a written resignation of his/her Membership signed by him/her.

9. The rights of a Member as such shall be personal and not be transferable and shall cease on death.

10. Unless and until otherwise determined in General Meeting there shall be no subscriptions payable by the Members.

## **GENERAL MEETINGS**

11. The Law Centre shall in each year hold a General Meeting as its Annual General Meeting, in addition to any other meetings in that year, and shall specify the meeting

as such in the notices calling it; and not more than 15 months shall elapse between the date of one Annual General Meeting of the Law Centre and that of the next; The Annual General Meeting shall be held at such time and place as the Management Committee shall appoint.

12. A General Meeting of the Law Centre may be convened:

12.1 by an ordinary resolution of the Law Centre or by any person or persons delegated by such resolution; or

12.2 by the Management Committee; or

12.3 on written requisition of Members of the Law Centre having at the date of deposit of the requisition not less than one twentieth of the total voting rights of all Members having the right to vote at General Meetings.

### **NOTICE OF GENERAL MEETING**

13. An Annual General Meeting and a meeting called for the passing of a Special Resolution shall be called on 21 days notice in writing at the least and any other General Meeting shall be called by 14 days notice in writing at the least. The Notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of the meeting and, in case of special business, the general nature of that business and shall be given, in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Law Centre in general meeting, to such persons as are, under the Articles of the Company, entitled to receive such notices.

PROVIDED THAT a meeting of the Law Centre shall, notwithstanding that it has been called by shorter notice than that specified in this Article be deemed to have been duly called if it is so agreed by a majority of all the members representing not less than 95% of the total voting rights at that meeting.

14. The accidental omission to the 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

### **PROCEEDING AT GENERAL MEETINGS**

15.1 Any Member entitled to be present and vote at General Meetings may submit to any General Meeting any resolution which may properly be moved at the General Meeting, Provided that within the prescribed time before the day appointed for the meeting, he/she shall have served upon the Law Centre a notice in writing signed by him/her containing the proposed resolution and stating his/her intention to submit the same.

15.2 The prescribed time above mentioned shall be such that, between the date on which the notice is served or deemed to be served and the day appointed for the meeting, there shall not be less than eight or in the case of a special resolution, fifteen intervening days.

16. Upon receipt of any such notice as in the last preceding Article mentioned, the Secretary shall, in any case where the notice of intention is received before the notice of the meeting is issued and it is convenient for him/her so to do, include it in the notice of the meeting and shall in any other case as quickly as possible give to the persons entitled to notice of the meeting notice that such resolution will be proposed. The provisions of this and the last preceding Article shall only have effect subject to the provisions of Section 378 of the Act.

17. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. For all purposes the quorum shall be ten Members present in person.

18. If within one hour of the time appointed for the holding of a General Meeting a quorum is not present, the meeting if convened on the 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 at such other place as the Management Committee may determine and if at any such adjourned meeting a quorum is not present within one hour from the time appointed for holding the meeting, the Members then present shall be a quorum.

19: The Chair person of the meeting shall be the *Chairperson* of the Management Committee but if such person shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to preside, the Members present shall choose a member of the Management Committee, if any be present, or otherwise any Member present to preside at the meeting.

20. The Chairperson may, with the consent of any meeting at which a quorum is present and shall, if so directed by the meeting, adjourn any meeting from time to time and from place to place as the meeting shall determine. Whenever a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given in the same manner as in the case of an original meeting.

21. At a General Meeting a resolution put to the vote of the Meeting shall be decided on a show of hands unless a poll is, before or on the declaration of the result of the show of hands, demanded by the Chairperson or not less than Five Members present.

22. A demand for a poll may be withdrawn.

23. Every Member shall have one vote.

24. In the case of an equality of votes, whether on a show of hands or poll, the Chairperson of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.

25.. Subject to the provisions of the Act a resolution in writing signed by all the Members for the time being entitled to receive notice of and to attend and vote at General Meetings, shall be as valid and effective as if the same had been passed at a General Meeting of the Law Centre duly convened and held.

## **MANAGEMENT COMMITTEE**

26. Unless otherwise determined in the General Meeting the number of Members of the Management Committee shall be not less than six nor more than twelve.

27. The first Members of the Management Committee shall be appointed by the subscribers to the Memorandum of Association in accordance with the composition requirements set out in Article 32 hereof and shall hold office until the end of the first Annual General Meeting of the Law Centre.

28. The Members of the Law Centre may in General Meetings authorise the payment out of monies of the Law Centre to Members of the Management Committee for travelling, and other expenses properly incurred by them in connection with the business of the Law Centre.

28.1 A Management Committee member can receive payments for professional services made for the Law Centre as long as this member has not been part of the decision making around the use his/her professional service and the payment is not above market value.

## **ELECTION AND RETIREMENT**

29. The elected members of the Management Committee shall be elected at the Annual General Meeting and such elected officers shall hold office from the end of the meeting which they are elected. In order to be eligible for election to the Management Committee a candidate must be proposed and seconded by two serving members of the board and serve as a co-opted member thereafter for not less than six months. In the event that an Annual General Meeting shall occur before the completion of the co-opted service that member shall serve the remainder of the following year until the next Annual General Meeting as a co-opted member.

30. One half (chosen by lot) of the elected Members of the Management Committee as hereinafter defined, shall retire from office at the end of the second Annual General Meeting and thereafter one half of the elected Members of the Management Committee shall retire at each Annual General Meeting. All elected Members as hereinafter defined (other than those retiring at the end of the Second Annual General Meeting) shall be elected for a period of two years and shall hold office until the end of the next but one Annual General Meeting following their election and shall be eligible for re—election thereafter.

## **MEMBERS OF THE MANAGEMENT COMMITTEE**

31. Members of the Management Committee shall be as follows:

31.1 One Member who are nominated by the Rochdale Law Association who may be working in the areas of work of the Law Centre.

31.2 A minimum of five and a maximum of eleven other Members.

31.3 The Management Committee may at any time co-opt up to three persons who have some special skill to offer the Law Centre. Such Members need not be Members of the Law Centre but shall only have the right to vote at Management Committee Meetings if they are Members of the Law Centre

32.1 All Members of the Management Committee shall undertake training as required from time to time by the Management Committee.

32.2 Two Members of the Management committee shall be elected to attend the quarterly meetings of the Law Centres Federation at the first meeting of the Management Committee in each new calendar year

33. Members of the Staff of the Law Centre are not eligible for election to the Management Committee.

34. The position of a Member of the Management Committee shall be vacated in any of the following events, namely:

34.1 If he/she resigns by writing under his/her hand left at the office.

34.2 If he/she (or a deputy appointed under Article 47) fails to attend three consecutive meetings of the Management Committee without reasonable excuse

34.3 In the case of a Representative Member, if for any reason his/her nominating Organisation withdraws its approval to him/her continuing in office.

34.4 If he/she becomes prohibited from being a Member of the Management Committee under any of the provisions of the Act.

34.5 If he/she ceases to be a Member of the Law Centre under a resolution duly passed in accordance with Article 8.3

34.6 If he/she is directly or indirectly interested in any Contract with the Law Centre and fails to declare the nature of his/her interest.

35.1 The Law Centre may by Ordinary Resolution, of which special notice shall have been given, remove any elected Member of the Management Committee before the expiration of his/her period of office.

35.2 Unless otherwise determined in General Meeting the Age limit on Directors contained in Section 293 of the Act shall not apply and no person over the age of Seventy shall be excluded from being elected to the Management Committee by reason of his/her age alone.

#### **PROCEEDINGS OF MANAGEMENT COMMITTEE**

36. The Management Committee may meet together for the management of business, adjourn *and* otherwise regulate Meetings as it thinks fit and determine the quorum necessary for the transaction of business. Unless otherwise determined, one quarter of the Members for the time being of the Management Committee shall be a quorum, subject to a minimum of four.

37. Questions arising at any meeting shall be decided by a majority of votes. In case of equality of votes the Chairperson shall have a second or casting vote.

38. A Member of the Management Committee shall not vote in respect of any contract in which he/she is interested or any matter arising thereout and if he/she does so vote his/her vote shall not be counted but he/she shall be treated as present for the purpose of establishing quorum.

39. The Management Committee may, and on the request of a Member of the Management Committee the Secretary shall, at any time summon a meeting of the Management Committee by at least seven days notice served upon the several Members of the Management Committee. It shall not be necessary to give notice of a meeting of the Management Committee to a Member thereof who is for the time being absent from the United Kingdom.

40. The Management Committee shall elect one of their Members to be Chairperson of their meetings and shall elect one of their Members to be Deputy Chairperson until the next Annual General Meeting. If the Chairperson is absent from any meeting the Deputy Chairperson shall preside otherwise the Members of the Management Committee present shall before any business is transacted choose one of their number to preside at that meeting.

41. A meeting of the Management Committee at which a quorum is present shall be competent to exercise all the authorities powers and discretions by or under the regulations of the Law Centre for the time being vested in the Management Committee generally.

42. The Management Committee may delegate any of its powers to sub-committees consisting of Management Committee Members and subject to any rules imposed by the Management Committee.

43. If at some later date it is found that there was an error made in the appointment of a Member of the Management Committee or sub—committee or in a decision of—either, then that shall not invalidate any action that was done in good faith by the Management Committee, sub—committee or members in the intervening time

44. The Management Committee shall cause proper Minutes to be made of all proceedings of the Meetings of the Law Centre and of the Management Committee and all business transacted at such meetings and such Minutes of any meeting if signed by the Chairperson of such meeting, shall be sufficient evidence without any further proof of the facts therein stated. All such Minutes shall be available for inspection by Members of the Law Centre.

45. A resolution signed in writing by all the Members of the Management Committee shall be as valid as if it had been passed at a meeting of the Management Committee duly convened and constituted.

46. The Management Committee shall be entitled to invite, whether on a temporary or permanent basis, any persons not members of the Management Committee to attend any or all of the meetings of the Management Committee Provided that where such

invitation is issued it may be revoked without notice by the Management Committee, and provided that any invitation issued under this Article may not be issued on such terms as to prevent the Management Committee from so revoking such invitation.

### **POWERS OF THE MANAGEMENT COMMITTEE**

48. The affairs of the Law Centre shall be managed by the Management Committee who may pay all expenses of and incidental to the promotion, formation, establishment and registration of the Law Centre as they think fit and may exercise all such powers and make such rules of the Law Centre and do on behalf of the Law Centre all such acts as may be exercised and done by the Law Centre and as are not by the Act or by these Articles required to be exercised or done either by the Law Centre in General Meeting or otherwise no resolution made by the Law Centre in General Meeting shall invalidate any prior act of the Management Committee.

49. All cheques, bills of exchange and other negotiable instruments and all receipts for monies paid to the Law Centre shall be signed or otherwise executed as the case may be in such manner as the Management Committee shall from time to time determine.

50. The Management Committee may from time to time appoint any member of the Management Committee to be the Honorary Treasurer of the Law Centre and may in like manner terminate such appointments

### **SECRETARY**

51. The Secretary shall be appointed by resolution of the Members in General Meeting at such remuneration and upon such conditions as may be prescribed by such resolutions. Any Secretary may be removed by resolution of the Members in General Meeting.

### **THE SEAL**

52. The Seal of the Law Centre shall not be affixed to any instrument except by the Authority of the Management Committee, and every instrument to which the Seal shall be affixed shall be signed by a Member of the Management Committee and shall be countersigned by another Member of the Management Committee or by the Secretary (or by some other person appointed by the Management Committee for the purpose) and in favour of any purchaser or person in good faith dealing with the Law Centre such signatures shall be conclusive evidence of the fact that the Seal was properly affixed.

### **ACCOUNTS**

53. The Management Committee shall make sure that proper books of account are kept with respect to:

- a) All sums of money received and paid out by the Law Centre and the matters in respect of which such receipts and expenditure take place.
- b) All sales and purchases of goods by the Law Centre.
- c) The assets and liabilities of the Law Centre.

These books must give a true and fair view of the state of the Law Centre's affairs and explain its transactions.

### **AUDIT**

54. Once at least in every year the accounts of the Law Centre shall be examined and the correctness of the income and expenditure account balance sheet ascertained by one or more properly qualified Auditor or Auditors.

55. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Act.

56. None of the following persons shall be appointed as Auditors to the Law Centre:

56.1 A Member of the Law Centre;

56.2 A Member of the Management Committee;

56.3 A Member of the staff;

56.4 An officer of the Law Centre;

56.5 Any person interested in any contract, other than a contract arising from his/her appointment and duties as Auditor of the Law Centre;

56.6 Any person who is a partner or in the employment of the above.

### **NOTICES**

57. Any notice or document may be served by the Law Centre on any Member of the Law Centre or of the Management Committee either personally or by sending it through the post in a prepaid letter addressed to such person at the registered address (being within the United Kingdom) appearing in the register of Members or the register of Members of the Management Committee (as the case may be) or to such other address within the United Kingdom as he/she may specify in writing provided that notice of any meeting or adjourned meeting at which it is intended to propose any resolution under Article 8.3 shall be served on any Member mentioned in such resolution either personally or by sending the same by recorded delivery post to such registered or other address as aforesaid.

58. Any notice document served by post shall be deemed to have been served at the expiration of 24 hours after the letter containing the same is posted and in proving such service it shall be sufficient to show that the letter containing that notice or document was properly addressed, stamped and posted.

### **INDEMNITY**

59. The Members of the Management Committee, Auditors, Secretary and other officers for the time being of the Law Centre and the trustees (if any) for the time being acting in relation to any of the affairs of the Law Centre including any trust set up by the Law Centre to act as a means of raising or holding funds for the Law Centre and each of them and each of their representatives shall be indemnified and secured harmless out of the assets of the Law Centre from and against all actions, costs,

charges, losses, damages and expenses which they or any of them, their or any of their representatives shall or may incur or sustain by or by reason of any act done, concurred in or committed in or about the execution of their duty or supposed duty in their respective offices or trusts and none of them shall be answerable for the acts, receipts, neglects or defaults of the others or other of them or for joining in any receipts for the sake of conformity or for any bankers or other persons for whom any monies or effects belonging to the Law Centre shall or may be lodged or deposited for safe custody or for insufficiency or deficiency or any security on which any monies of or belonging to the Law Centre shall be placed out or invested or for any other loss misfortune or damage which may happen in the execution of their respective offices or trusts or in relation thereto but the provisions of this Article shall only have the effect insofar as they are not avoided by any provision of the Act.

### **WINDING UP**

60. The Provisions of Clause 9 of the Memorandum of Association relating to the winding up or dissolution of the Law Centre shall have effect and be observed as if the same were repeated in these Articles.

### **NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS**

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Director Racial  
Equality Council

ABDUL HAMEED SALIE  
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Race Relation  
Adviser S.S.

Dated the 22nd day of January 1991

Witness to the above Signatures:—

John Frederick Kay  
Senior Partner, Messrs Molesworths  
Solicitors, 3/11 Drake Street  
Rochdale, Lancashire  
OL16 1RE