

The Companies Acts 1985 & 1989

COMPANY LIMITED BY GUARANTEE

Memorandum of Association of  
**PRIDE (South East)**

---

1. The name of the Company is “PRIDE (South East)” (hereinafter referred to as the “Company”).
2. The registered office of the Company will be situated in England and Wales.
3. The objects of the Company shall be to promote equality and diversity, advance education and eliminate discrimination in relation to Gay, Lesbian, Bisexual and Transgender (LGBT) people, in particular but not exclusively those resident in Brighton and Hove (the “area of benefit”) for the benefit of the public by raising awareness in issues affecting said persons in particular by promoting and staging an annual LGBT festival and making grants and/or donations to other charitable and voluntary organisations with the object of developing an environment in favour of LGBT equality by providing information, advice and support.
4. In furtherance of the above but not otherwise, the Company shall have the following powers:
  - (a) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Company may think necessary for the promotion of its objects, and to construct, maintain and alter any buildings or erections which the Company may think necessary for the promotion of its objects;
  - (b) To receive donations, endowments, sponsorship fees, subscriptions and legacies from persons desiring to promote the Company's objects or any of them and to hold funds in trust for same;
  - (c) Subject to such consents as may be required by law (if any) to borrow or raise money for the Company on such terms and on such security as may be thought fit;
  - (d) To establish and support or aid in the establishment and support or to amalgamate with any other charitable institutions or associations and to subscribe or guarantee money for charitable purposes in any way connected with the purposes of the Company or calculated to further its objects;
  - (e) To undertake and execute any charitable trusts which may be lawfully undertaken by the Company and may be necessary to its objects;

- (f) To invest the moneys of the Company not immediately required for its own purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as for the time being may be imposed or required by law and subject also to the provisions of this Memorandum of Association;
- (g) To sell, improve, develop, exchange, let on rent, royalty or otherwise and in any manner deal with or dispose of all or any of property and assets for the time being of the Company subject to such consents as may be required by law and subject also to the provisions of this Memorandum of Association;
- (h) To engage or employ such personnel (not being Management Committee members), whether as employees, consultants, advisers or however, as may be required for the promotion of the objects of the Company;
- (i) To open and operate bank accounts and other facilities for banking in the name of the Company;
- (j) To commission and publish the useful results of research into relevant issues, and to run lectures, seminars, conferences and courses;
- (k) To present, promote, organise, provide, manage, produce and distribute films, broadcast concerts, entertainment, exhibitions, tutorials, seminars, courses and workshops;
- (l) To publish books, pamphlets, reports, leaflets, journals and instructional matter;
- (m) To associate statutory, voluntary and other bodies which are supportive of the aims of the Company in a common effort to advance the Company's objects;
- (n) To provide indemnity insurance to cover the liability of the members of the Management Committee, (i) 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; (ii) to make contributions to the assets of the Company in accordance with the provisions of section 214 of the Insolvency Act 1986: Provided that any such insurance in the case of (i) above shall not extend to any claim arising from any act or omission which the members of the Management Committee knew to be a breach of trust or breach of duty or which was committed by the members of the Management Committee in reckless disregard of whether it was a breach of trust or breach of duty or not and provided also that any insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Management Committee in their capacity as directors of the company and in the case of (ii) shall not extend to any liability to make such a contribution, where the basis of the Management Committee member's liability in her/his knowledge prior to the insolvent liquidation of the Company (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Company would avoid going into insolvent liquidation

- (o) To do all such other lawful things as may be necessary for the attainment of the above objects or any of them.

PROVIDED THAT:

- (p) In case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts;
  - (q) The objects of the Company shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.
5. In carrying out its objects, the Company shall seek to ensure equality of opportunity for all sections of the community in its own affairs and in society generally.
  6. The income and property of the Company shall be applied solely towards the promotion of its objects set out in this Memorandum of Association, and no portion shall be transferred directly or indirectly by way of dividend, bonus, or otherwise whatsoever by way of profit to the Members of the Company and no Management Committee member 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 shall prevent any payment in good faith by the Company:
    - (a) Of the usual professional charges for business done by any Management Committee member who is a solicitor, accountant, or other person engaged in a profession, or by any partner of her or his, when instructed by the Company to act in a professional capacity on its behalf; provided that at no time shall a majority of the Management Committee members benefit under this provision and that a Management Committee member shall withdraw from any meeting at which her or his appointment or remuneration, or that of her/his partner, is under discussion, and provided also that nothing shall authorise a Management Committee member or his/her firm to act as auditor to the Company;
    - (b) Of interest on money lent by any Member or Management Committee member of the Company at a rate per annum not exceeding 2 per cent less than the base lending rate of the Company's bankers or 3 per cent, whichever is the greater;
    - (c) Of reasonable and proper rent for premises demised or let by any Member or Management Committee member of the Company;
    - (d) Of fees, remuneration or other benefits in money or money's worth to a company of which a Management Committee member may be a member holding not more than 1/100th part of the capital of the company;
    - (e) Of grants, loans, donations or any other kind of financial assistance to any individual, organisation, firm, company, society or statutory authority which is

- a Member of the Company or is represented on the Management Committee, provided that any such assistance is exclusively in respect of charitable activities in furtherance of the objects of the Company;
- (f) The payment of any premium as permitted by clause 4(n);
  - (g) To any Management Committee member in respect of reasonable out-of-pocket expenses incurred by them in attending and returning from meetings of the Management Committee or General Meetings of the Company or in connection with the business of the Company.
7. The liability of the Members is limited.
  8. Every Member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up during the time s/he is a Member, or within one year afterwards, for the payments of the debts and liabilities of the Company contracted before the time at which s/he ceased to be a Member and of the costs, charges and expenses of winding up the same, and for the adjustments of the rights of the contributors among themselves, such amount as may be required not exceeding one pound.
  9. If upon the winding up or dissolution of the Company there remains after the satisfaction of its debts and liabilities any property whatsoever, the same shall not be paid to or distributed among the Members of the Company but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Company and which shall prohibit the distribution of its or their income to an extent as least as great as is imposed on the Company under or by virtue of clause 6 above, such institution or institutions to be determined by the Members of the Company at or before the time of dissolution or, in so far as effect cannot be given to this provision, then to some other charitable purpose.
  10. No such addition, alteration or amendment shall be made to or in the provisions of the Memorandum or Articles of Association for the time being in force as shall cause the Company to cease to be a charity in law.

- (c) Co-operativesUK/EML/2003 -