

THE COMPANIES ACT 1985
ARTICLES OF ASSOCIATION OF CRISIS CENTRE
LIMITED

Limited by Guarantee

1. The number of members with which the Association proposes to be registered is 70 but the Council of Management may from time to time register an increase of members.
2. The subscribers to the Memorandum of Association and such other persons as the Council of Management shall admit to membership shall be members of the Association.
3. The Association is established for the purposes expressed in the Memorandum of Association.

INTERPRETATION

4. These articles shall be construed with reference to the provisions of the Companies Act 1985 and terms used in these articles shall be taken as having the same respective meanings as they have when used in that Act.
5. In the interpretation of these articles, except where excluded by the context:
 - a) The word “Association” means CRISIS CENTRE LIMITED.
 - b) The expression “Council of Reference” means that body of people who have indicated at the request of the Council of Management their general support of the Association and their willingness to have their names so used without being in any way responsible for the management of the Association provided that a person may be a member of the Council of Management and of the Council of Reference at the same time.
 - c) “Council of Management” means The Governing Body for the time being of the Association.

ORDINARY GENERAL MEETINGS

6. The first general meeting shall be held at such time not being less than one month nor more than three months after the incorporation of the Association and at such place as the Council of Management may determine.
7. Subsequent ordinary general meetings (herein called annual meetings) shall be held in the month of October in every year, or so soon thereafter as possible, at such place as may be determined by the Council of Management, and not more than fifteen months shall elapse between the date of one annual general meeting of the Association and that of the next.

8. An annual meeting and a meeting called for the passing of a special resolution shall be called by twenty-one days' notice in writing at the least, and a meeting of the Association other than an annual meeting or a meeting for the passing of a special resolution shall be called by fourteen 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 the 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 Association in general meeting, to such persons as are under the Articles of Association entitled to receive such notice from the Association:
PROVIDED that a meeting of the Association shall notwithstanding that it is called by shorter notice than that specified in this article be deemed to have been duly called if it is so agreed:
 - a) in the case of a meeting called as the annual meeting by all the members entitled to attend and vote thereat; and
 - b) in the case of any other meeting by a majority in number of the members having a right to attend and vote at the meeting being a majority together representing not less than 95% of the total voting rights at that meeting of all members.
9. At the first general meeting, and at any annual meeting, a quorum shall consist of 5 members or 25% of the membership whichever shall be the greater.
 - a) Any member may at any time resign membership by notice in writing to the Secretary.
 - b) Any member who becomes bankrupt, or compounds with his or its creditors or, being a company, goes into liquidation other than for purposes of amalgamation or reconstruction, shall automatically cease to be a member of the Association.
 - c) Any member who conducts himself in a manner in which in the opinion of the Council is inimical to the interests of the Association may be requested by the Council to resign, and if within 14 days after a notice requesting him to resign, he does not either resign or require the matter to be brought before a general meeting at which he may speak and defend himself, the Council may terminate his membership of the Association. In the event of the matter being referred to such a general meeting, and a resolution being passed that such member shall be expelled from the Association, then such member shall ipso facto cease to be a member of the Association.

EXTRAORDINARY GENERAL MEETINGS

10. The Council of Management may whenever they think fit convene an extraordinary general meeting, and extraordinary general meetings shall be convened by the Council of Management on requisition, or, in default, may be convened by the requisitioners, in the manner provided by section 291 of the Companies Act 1985. If at any time there are not within the United Kingdom sufficient members of the Council of Management to form a quorum any member of the Council of Management or any two members of the Association may convene an extraordinary general meeting in the same manner as nearly as

possible as that in which meetings may be convened by the Council of Management.

11. At any extraordinary general meeting summoned on requisition one-half of the requisitionists shall be a quorum, but in all other cases five members shall be a quorum at an extraordinary general meeting.

CONDUCT OF BUSINESS AT GENERAL MEETINGS

12. At any meeting at which the chairman of the Council of Management shall not take the chair the meeting shall appoint its own chairman.
13. No member shall have more than one vote, except that in any case of equality of votes on a division the chairman shall have a second or casting vote.
14. No person shall vote on any matter in which he is personally interested pecuniarily or otherwise, or debate on such matter without the permission of the majority of the persons present and voting, such permission to be given or withheld without discussion.
15. The proceedings at any meeting shall not be invalidated by reason of any informality or irregularity in the convening thereof or otherwise, or any want of qualification in any of the persons present or voting thereat.
16. The members of the Council of Reference shall be entitled to be present and speak at any general meeting or meeting of the Council of Management but shall not have any right to vote.

COUNCIL OF MANAGEMENT

17. The Council of Management shall consist of 8 elected members.
18. The first elected members shall consist of the persons named in the schedule to these articles.
19. At the annual meeting in the year 1990 those indicated accordingly in the said schedule shall retire and the vacancies so caused shall be filled by persons elected at such meeting. Similarly others shall retire at the annual meetings in 1991 and 1992 and the vacancies filled. Those elected as directors in 1990 or thereafter shall retire on the fifth anniversary of their election. A retiring director shall be eligible for re-election at any time.
20. The Association may from time to time by ordinary resolution increase or reduce the number of members of the Council of Management and may also determine in what rotation the increased or reduced number is to go out of office.
21. Only members of the Association shall be eligible for election to the Council of Management and before taking office every such person shall indicate their assent to the Association's statement of faith (a copy of which is annexed hereto) by signing a copy of the same.
22. Any vacancy among the elected members of the Council caused otherwise than by retirement under article 19 may be filled up by the Council by co-optation.
23. All elected members of the Council shall remain in office until their successors are appointed.

24. The Council may act for all purposes notwithstanding any vacancy in their number and all proceedings at any meeting of the Council shall be valid and effectual notwithstanding that it may be afterwards discovered that any member of the Council has been informally elected or is not properly qualified.
25. If at any extraordinary general meeting summoned on requisition, a resolution disapproving of any act on the part of the Council shall be passed by a majority of two-thirds of the members present and voting on the question, the elected members of the Council shall immediately cease to hold office, and new members shall be elected in their place at the same meeting, but the old members, or any of them, shall be eligible for re-election.

POWERS AND PROCEEDINGS OF THE COUNCIL OF MANAGEMENT

26. The Association and the property and affairs thereof shall be under the control and management of the council.
27. In addition to all powers hereby expressly conferred upon them, and without detracting from the generality of their powers under the last preceding or any other article, the Council shall have the following powers, namely:
 - a) To expend the funds of the Association in such manner as they shall consider necessary for the purposes of the Association, and to invest in the name of the Association or in the names of the trustees such part thereof as they may see fit, and to direct the sale or transposition of any such investments, and to expend the proceeds of any such sale for the purposes of the Association.
 - b) To acquire in the name of the Association or in the names of the trustees, build upon, pull down, rebuild, add to, alter, repair, improve, sell or dispose of, or otherwise deal with any land, buildings or premises for the use of the Association.
 - c) To enter into contracts on behalf of the Association.
 - d) Subject to such consents as may be required by law, to borrow money upon the security of any of the property of the Association, and to grant or direct to be granted mortgages for securing the same.
 - e) To delegate all or any of their powers to any committee, provided that all activities of any such committee shall be reported back to the Council as soon as possible.
 - f) To make, and from time to time to repeal or alter, regulations as to the management of the Association and the affairs thereof, and as to the duties of any officers or servants of the Association, and as to the conduct of business by the council or any sub-committee, and as to any of the matters or things within the powers or under the control of the council, provided that the same shall not be inconsistent with the Memorandum or Articles of the Association.
 - g) Generally to do all things necessary or expedient for the due conduct of the affairs of the Association not herein otherwise provided for.
28. The council may meet for the dispatch of business, adjourn and otherwise regulate their meetings as they may think fit, and three members of the council

shall be a quorum. Three members of the council may at any time, and the secretary shall upon the request in writing of three members of the council summon a meeting of the council. Notice of every meeting of the council stating the general particulars of all business to be considered at such meeting shall be sent by post to each member of the council at least three days before such meeting, unless urgent circumstances require shorter notice; but the proceedings of any meeting shall not be invalidated by any irregularity in respect of such notice, or by reason of any business being considered which is not comprised in such general particulars.

29. All questions shall be decided by the votes of the majority of the members of the council present and voting thereon at a meeting of the council.
30. The council shall cause minute books to be kept of the proceedings at general meetings of the Association and at meetings of the council, and shall cause entries to be made therein of all resolutions put to the vote and of the result of the voting and any such minutes signed by the chairman or by a member of the council present at the meeting shall be sufficient evidence of the due passing of any resolution and of the amount of the majority voting in favour thereof.
31. The council shall elect a permanent chairman. In his absence from any meeting of the council a chairman shall be elected by the meeting. In case of equality of votes the chairman shall have a second or casting vote.
32. Bankers shall be appointed and may be changed by the council, and cheques shall be signed by the treasurer and one or both of two authorised signatories provided that a cheque drawn for less than £50 may be signed by the treasurer or by a member of the council alone.

OFFICERS

33. There shall be a treasurer of the Association. The first treasurer shall be Peter Hitchings of 73 Hengrove Lane, Bristol and future treasurers shall be appointed by the council. The treasurer may at any time be removed by the council, and he shall perform such functions as shall be assigned to him by the council.
34. The council may appoint or engage, on such terms and to discharge such duties as they may think fit, a secretary and such other officers and such servants as they shall see fit and may dismiss any secretary, other officer or servant so appointed or engaged.

SEAL

35. The council shall provide a common seal for the purposes of the Association which shall be kept under such custody and control as the council shall from time to time determine. The seal of the Association shall not be affixed to any instrument except pursuant to a resolution of the council and in the presence of two members of the council who shall sign every instrument to which the seal is affixed in their presence and every such instrument shall be countersigned by the secretary.

ACCOUNTS

36. The council shall cause true accounts to be kept:
- a) of all monies received and expended by the Association and the matters in respect of which such receipts and expenditure take place, and
 - b) of the assets and liabilities of the Association and in such accounts assets held upon any special trust and receipts and payments on account of such trust shall be entered separately and apart from all other assets, receipts and payments, and
 - c) of all sales and purchases of goods by the Association.

Proper books shall not be deemed to be kept if there are not kept such books of accounts as are necessary to give a true and fair view of the state of the Association's affairs and to explain its transactions.

37. The Association may at a general meeting impose reasonable restrictions as to the time and manner at and in which the books and accounts of the Association may be inspected by the members and subject thereto the books and accounts shall be open to inspection by the members at all reasonable times during the usual business hours.
38. The council shall lay before the general meeting of the Association in each year an income and expenditure account of the Association and a balance sheet for the year ending on the previous 30th June. Such account and balance sheet shall be accompanied by a report of the council as to the state of affairs of the Association and a report of the auditors and the balance sheet shall comply with the provisions of Schedule 9 of the Companies Act 1985. A copy of every balance sheet together with copies of the said reports shall, not less than twenty-one clear days before the date of the meeting before which such balance sheet and reports are to be laid, be sent to all persons entitled to receive notices of general meetings of the Association.

AUDITORS

39. Auditors shall be appointed and their duties regulated in accordance with the Companies Act 1985.

NOTICES

40. A notice may be served upon any member, either personally or by sending it through the post in a prepaid letter, addressed to such member at his registered address for service, if any. In the latter case it shall be deemed to have been served at the time when the letter containing the same would have been delivered in the ordinary course of post except in the case of a notice of a meeting when it shall be deemed to have been served at the expiration of twenty-four hours after posting of such notice and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and posted.
41. If a member has not a registered address for service, any notice shall be sufficiently served on him by posting up in the office of the Association such notice addressed generally to the member. A member who has no registered

address in the United Kingdom and has not supplied an address within the United Kingdom for the giving of notices to him shall not be entitled to have a notice served on him.

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

WINDING UP

43. The provisions of clauses 7 and 8 of the Memorandum of Association relating to the winding up or dissolution of the Association shall have effect and be observed as if the same were repeated in these articles.

SCHEDULE

FIRST MEMBERS OF THE COUNCIL OF MANAGEMENT

| Name | Address | Date of retirement |
|---------------------|---------|--------------------|
| Mary Groves | | 1990 |
| Andrew Kellett | | 1990 |
| Nick Harding | | 1991 |
| David Henley | | 1991 |
| Anthony Bush | | 1992 |
| Allistair MacSorley | | 1992 |
| Peter Hitchings | | 1992 |
| Anthony Standish | | 1992 |

THE COMPANIES ACT 1985

MEMORANDUM OF ASSOCIATION OF CRISIS CENTRE LIMITED

Limited by Guarantee

1. The name of the company (hereinafter called “the Association”) is Crisis Centre Limited.
2. The registered office of the Association is situated in England.
3. The objects for which the Association is established are:
 - a) The advancement of the Christian religion and the relief of poverty and sickness particularly by
 - (i) meeting the mental, physical, emotional and spiritual needs of all persons affected by life-disrupting problems such as physical or mental ill-health, homelessness, unemployment, alcohol abuse, use of non-prescription drugs or other addictive behaviour (“the client group”);
 - (ii) provision of a coffee shop at which meals may be served to the client group and others in need;
 - (iii) provision of educational facilities to develop the skills, confidence and potential of the client group and others in need;
 - (iv) provision of education and training among Church members, volunteers and others in the principles, role and works of the Church within the community and society at large (with particular emphasis on the needs of the poor and disadvantaged);
 - (v) provision of informal advice, guidance and support and of formal counselling on personal, financial and welfare matters; and
 - (vi) provision of opportunities for the client group to engage in Christian worship, education, Bible study and prayer.
 - b) in furtherance of the principle objects but not otherwise the Association shall have power:
 - (i) to train and educate Pastors and Members of the Christian Community in Counselling;
 - (ii) to produce and publish distribute and disseminate counselling and teaching materials within the nature of printing matter or video tapes or other recording or otherwise;
 - (iii) to organise meetings, courses, conferences, and other training and teaching sessions to promote the Christian religion Christian counselling and to act as Consultants to those seeking to provide facilities to persons with “life controlling problems”;
 - (iv) to print and publish any newspapers, periodicals, books or leaflets that the Association may think desirable for its objects;

- (v) to purchase, take on Lease or in exchange, hire or otherwise acquire any real or personal estate which may be deemed necessary or convenient for the purpose of the Association;
- (vi) to construct, maintain and alter any houses, buildings or works necessary or convenient for the purpose of the Association;
- (vii) to take any gift of property whether subject to any special trust or not, for any one or more of the objects of the Association;
- (viii) to raise funds and invite and receive contributions from any person or persons whatsoever by way of loan subscription donation and otherwise PROVIDED THAT the trustees shall not undertake any permanent trading activities in raising funds for the said objects;
- (ix) subject to such consents as may be required by law to sell, manage, lease, mortgage, dispose of or otherwise deal with all or any part of the property of the Association;
- (x) to borrow and raise money in such manner as the Association may think fit subject to such consents as may be required by law;
- (xi) to invest the monies of the Association not immediately required for its purposes in or upon such investment securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law subject also as hereinafter provided;
- (xii) to undertake and execute any trusts or any agency business which may seem directly conducive to any of the objects of the Association;
- (xiii) to subscribe to any local or other Charities and to grant donations for any charitable purpose and to provide a superannuation fund for the servants of the Association or otherwise to assist any such servants, their widows and children who are in necessitous circumstances;
- (xiv) to establish and support and to aid in the establishment and support of, any other charitable associations formed for all or any of the objects of the Association;
- (xv) to amalgamate with any charitable companies, institutions, societies or associations having objects all together or in part similar to those of the Association;
- (xvi) to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities, and engagements of any one or more of the charitable companies, institutions, societies or associations with which the Association is authorised to amalgamate;
- (xvii) to transfer all or any part of the assets, liabilities and engagements of the Association to and any one or more of the Companies institutions societies or association with which the Association is authorised to amalgamate;
- (xviii) to do all such other lawful things as are incidental or conducive to the attainment of the principle objects or any of them;

PROVIDED THAT:

- (i) in the case the Association shall take or hold any property which may be subject to any trusts, the Association shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts;
 - (ii) the Associations' objects shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers;
 - (iii) in case the Association shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Association shall not sell, mortgage charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property the Council of Management or governing body of the Association shall be chargeable for any such property that may come into their own 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 as such Council of Management or governing body have been if no incorporation had been effected and the incorporation of the Association shall not diminish or impair any control or authority exercisable by the Chancery Division of the Charity Commissioners over such Council of Management or governing body but they shall as regards any such property be subject jointly and separately to such control of authority as if the Association were not incorporated.
4. The income and property of the Association, whencesoever derived, shall be applied solely towards the promotion of the objects of the Association 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 howsoever by way of profit, to the members of the Association and no member of its Council of Management shall be appointed to any office of the Association paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Association.

PROVIDED that nothing shall prevent any payment in good faith by the Association:

- a) of reasonable and proper remuneration to any member, officer or servant of the Association (not being a member of its Council of Management) for any service rendered to the Association;
- b) of interest on money lent by any member of the Association or its Council of Management 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 Council of Management;
- c) of reasonable and proper rent for premises demised or let by any member of the Association or of its Council of Management;
- d) of fees, remuneration or other benefit in money or money's worth to any company of which a member of the Council of Management may also be a member holding not more than 1/100th part of the capital of that company;
- e) to any member of the Council of Management for reasonable out-of pocket expenses.

5. No such addition, alteration or amendment shall be made to or in the provisions of the Memorandum and Articles of the Association for the time being in force as shall make the Association a company to which section 30-31 of the Companies Act 1985 does not apply.
6. The liability of the members is limited.
7. Every member of the Association undertakes to contribute to the assets of the Association, in the event of the same being wound up while he is a member of within one year after he ceases to be a member for payment of the debts and liabilities of the Association contracted before he 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 requires not exceeding £10.
8. If upon winding up or dissolution of the Association 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 Association, but shall be given or transferred to some charitable institution or some institutions having objects similar to the object of the Association 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 it imposed on the Association under or by virtue of clause 4 of the Memorandum, such institution or institutions to be determined by the members of the Association at or before the time of dissolution, and if and in so far as affect cannot be given to such provision, then to some other charitable object.

We, the several persons whose names and addresses are subscribed, are desirous of being formed into a company in pursuance of this Memorandum of Association.

Names, Addresses and Descriptions of Subscribers and Witnesses

Andrew David Maxwell, 12 The Wicketts, Filton Park, Bristol. Solicitor

Peter Leslie Hitchings, 73 Hengrove Lane, Hengrove, Bristol.

Dated the 9th day of December 1987.

Witness to the above signatures. D S Mitchell, 62 Gloucester Road, Bristol.

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