

Companies Acts 1985 to 2006

Company limited by guarantee

ARTICLES OF ASSOCIATION
OF
GAY OUTDOOR CLUB LIMITED

1. Objects

1.1 The **Objects** are to provide or assist in the provision of facilities in the interests of social welfare for recreation or other leisure time occupation of any individuals who have need of such facilities especially, but not exclusively, everyone in the LGBTQI+ community with the object of improving their conditions of life.

1.2 This provision may be amended by **special resolution**.

2. Powers

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

- 2.1 to publish or distribute information;
- 2.2 to provide advice;
- 2.3 to carry out research;
- 2.4 to co-operate with other bodies;
- 2.5 to support, administer or set up charities;
- 2.6 to raise funds through trade, including fees, tenders, grants, conferences and sale;
- 2.7 to borrow money;
- 2.8 to give security for loans or other obligations;
- 2.9 to acquire or hire property of any kind;

- 2.10 to let or dispose of property of any kind;
- 2.11 to make grants or loans of money and to give guarantees;
- 2.12 to set aside funds for special purposes or as reserves against future expenditure;
- 2.13 to deposit or invest its funds in any manner (but to invest only after obtaining such advice from a **financial expert** as the **Directors** consider necessary and having regard to the suitability of investments and the need for diversification);
- 2.14 to delegate the management of investments to a financial expert, but only on terms that:
- (1) the investment policy is set down **in writing** for the financial expert by the **Directors**;
 - (2) timely reports of all transactions are provided to the **Directors**;
 - (3) the performance of the investments is reviewed regularly with the **Directors**;
 - (4) the **Directors** are entitled to cancel the delegation arrangement at any time;
 - (5) the investment policy and the delegation arrangement are reviewed at least once **a year**;
 - (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; and
 - (7) the financial expert must not do anything outside the powers of the Company;
- 2.15 to arrange for investments or other property of the Company to be held in the name of a **nominee company** acting under the direction of the **Directors** or controlled by a financial expert acting under their instructions, and to pay any reasonable fee required;
- 2.16 to deposit documents and physical assets with any company registered or having a place of business in England or Wales as **custodian**, and to pay any reasonable fee required;

- 2.17 to insure the property of the Company against any foreseeable risk and take out other insurance policies to protect the Company when required;
- 2.18 to pay for **indemnity insurance** for the Directors;
- 2.19 to employ paid or unpaid agents, staff or advisers;
- 2.20 to enter into contracts to provide services to or on behalf of other bodies;
- 2.21 to establish or acquire subsidiary companies;
- 2.22 to pay the costs of forming the Company;
- 2.23 to do anything else within the law which promotes or helps to promote the Objects.

3. The Directors

- 3.1 The Directors have control of the Company and its property and funds.
- 3.2 The Directors are elected by the **Members** or co-opted by the Directors subject to any rules and regulations made for the appointment of Directors.
- 3.3 The Directors when complete consist of at least 6 and not more than 12 persons who being individuals are over the age of 18, all of whom must support the Objects and whom must be Members. If any Director is a corporate body it must act through a named representative whose contact details are notified to the Directors and there must be at least one individual Director.
- 3.4 A Director may not act as a Director unless he/she
 - (1) is a Member; and;
 - (2) has signed a **written** declaration of willingness to act as a company director of the Company.
- 3.5 Subject to Article 3.3 above all Directors must retire at each **AGM** once a resolution for their termination or reappointment is proposed at the meeting.
- 3.6 A retiring Director who remains qualified may be reappointed.
- 3.7 A Director's term of office as such automatically terminates if he/she:

- (1) ceases to be a Member;
- (2) is incapable, whether mentally or physically, of managing his/her own affairs;
- (3) is absent without notice from 2 consecutive meetings of the Directors and is asked by a majority of the other Directors to resign;
- (4) resigns by written notice to the Directors (but only if at least two Directors will remain in office);
- (5) is removed by the Members at a general meeting under **the Companies Act**.

3.8 The Directors may at any time co-opt any individual who is qualified to be appointed as a Director to fill a vacancy in their number or (subject to the maximum number permitted by Article 3.3) as an additional Director, but a co-opted Director holds office only until the next AGM.

3.9 A technical defect in the appointment of a Director of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

4. Directors' proceedings

4.1 The Directors must hold at least two meeting each year.

4.2 A quorum at a meeting of the Directors is half of the current Directors of whom at least one must be the **Chairman** or **Secretary**.

4.3 A meeting of the Directors may be held either in person or by suitable **electronic means** agreed by the Directors in which all participants may communicate with all the other participants but at least one meeting in each year must be held in person.

4.4 The Chairman, the Secretary or any four Directors may call a meeting on at least 28 days' clear written notice.

4.5 The Chairman or (if the Chairman is unable or unwilling to do so) some other Director chosen by the Directors present presides at each meeting.

- 4.6 Any issue may be determined by a simple majority of the votes cast at a meeting, but a **resolution in writing** agreed by all the Directors (other than any Conflicted Director who has not been authorised to vote) is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document.
- 4.7 Every Director has one vote on each issue but, in case of equality of votes, the chairman of the meeting has a second or casting vote.
- 4.8 A procedural defect of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

5. Directors' powers

The Directors have the following powers in the administration of the Company in their capacity as Directors:

- 5.1 To appoint (and remove) a Secretary from among their number in accordance with the Companies Act.
- 5.2 To appoint a Chairman, a Treasurer and other honorary officers from among their number (no person may hold more than one position set out at 5.1 or 5.2 at any time).
- 5.3 To delegate any of their functions to committees consisting of two or more individuals appointed by them. At least one member of every committee must be a Director and all proceedings of committees must be reported promptly to the Directors.
- 5.4 To make standing orders consistent with the **Memorandum, the Articles** and the Companies Act to govern proceedings at general meetings.
- 5.5 To make rules consistent with the Memorandum, the Articles and the Companies Act to govern their proceedings and proceedings of committees.
- 5.6 To make regulations consistent with the Memorandum, the Articles and the Companies Act to govern the administration of the Company and the use of its seal (if any).

5.7 To establish procedures to assist the resolution of disputes or differences within the Company.

5.8 To exercise in their capacity as Directors any powers of the Company which are not reserved to them in their capacity as Members.

6. Benefits and Conflicts

6.1 The property and funds of the Company must be used only for promoting the Objects and do not belong to the Members but:

(1) Members, Directors and **Connected Persons** may be employed by or enter into contracts with the Company and receive reasonable payment for goods or services supplied;

(2) Members, Directors and Connected Persons may be paid interest at a reasonable rate on money lent to the Company;

(3) Members, Directors and Connected Persons may be paid a reasonable rent or hiring fee for property let or hired to the Company.

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

(1) as mentioned in Articles 6.1 or 6.4;

(2) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Company;

(3) the benefit of indemnity insurance;

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

(5) in exceptional cases, other payments or benefits (but only with approval or affirmation of the Members where required by the Companies Act).

6.3 Any Director or Connected Person may enter into a written contract with the Company to supply goods or services in return for a payment or other material benefit but only if:

- (1) the goods or services are actually required by the Company, and the Directors decide that it is in the best interests of the Company to enter into such a contract; and
- (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 Article 6.5.

6.4 No more than half of the Directors shall benefit under Articles 6.1 or 6.3 in any financial year.

6.5 Subject to Clause 6.6, any Director who becomes a Conflicted Director in relation to any matter must:

- (1) declare the nature and extent of his or her interest before discussion begins on the matter;
- (2) withdraw from the meeting for that item after providing any information requested by the Directors;
- (3) not be counted in the quorum for that part of the meeting; and
- (4) be absent during the vote and have no vote on the matter.

6.6 When any Director is a Conflicted Director, the Directors who are not Conflicted Directors, if they form a quorum without counting the Conflicted Director and are satisfied that it is in the best interests of the Company to do so, may by resolution passed in the absence of the Conflicted Director authorise the Conflicted Director, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Director, to:

- (1) continue to participate in discussions leading to the making of a decision and/or to vote;
- (2) disclose to a third party information confidential to the Company;
- (3) take any other action not otherwise authorised which does not involve the receipt by the Conflicted Director or a Connected Person of any payment or material benefit from the Company;
- (4) refrain from taking any step required to remove the conflict.

7. Records and Accounts

7.1 The Directors must comply with the requirements of the Companies Act as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of information required by law including:

- (1) annual returns;
- (2) annual reports; and
- (3) annual statements of account.

7.2 The Directors must also keep records of:

- (1) all proceedings at meetings of the Directors;
- (2) all resolutions in writing;
- (3) all reports of committees; and
- (4) all professional advice obtained.

7.3 Accounting records relating to the Company must be made available for inspection by any Director at any time during normal office hours and may be made available for inspection by Members who are not Directors if the Directors so decide.

7.4 A copy of the Company's **constitution** and latest available statement of account must be supplied on request to any Director or Member. Copies of the latest accounts must also be supplied, within two **months**, to any other person who makes a written request and pays the Company's reasonable costs.

8. Membership

8.1 The Company must maintain a register of Members.

8.2 The subscribers to the Memorandum are the first Members.

8.3 **Membership** is open to any person interested in furthering the Objects and approved by the Directors.

8.4 The form and the procedure for applying for Membership is to be prescribed by the Directors.

8.5 The Directors may prescribe an annual subscription payable by the Members which may involve differing rates of annual subscription.

8.6 Membership is not transferable.

8.7 Membership is terminated (without refund of subscription) if the Member concerned:

- (1) gives written notice of resignation to the Company;
- (2) dies or (in the case of an organisation) ceases to exist;
- (3) is 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); or
- (4) is removed from membership by resolution of the Directors on the ground that in their reasonable opinion the Member's continued membership is harmful to the Company. The Directors may only pass such resolution after notifying the Member in writing and considering the matter in light of any written representations which the Member concerned puts forward within 14 **clear days** after receiving notice.

9. General Meetings

- 9.1 Members are entitled to attend general meetings in person or by postal or electronic voting.
- 9.2 General meetings are called on at least 28 clear days' written notice indicating the business to be discussed, setting out the terms of any proposed special resolution, and giving the date, time and place of the general meeting. The notice must also include the names of any nominees and details of their proposers and seconders where appropriate.
- 9.3 There is a quorum at a general meeting if the number of Members present in person is twenty or greater provided that the Returning Officer (or his/her nominee) is present.
- 9.4 The chairman at a general meeting is elected by the Members present in person in his/her capacity as a Member.
- 9.5 Except where otherwise provided by the Articles or the Companies Act, every issue is decided by **ordinary resolution**.
- 9.6 Every Member present in person or by such other secure means as defined by the Returning Officer has one vote on each issue provided that they have been a Member for 28 clear days prior to the date of the general meeting.
- 9.7 The deadline for submission of votes to the Returning Officer, other than in person at the meeting, will be seven days before the meeting.
- 9.8 The Secretary will appoint a Returning Officer who will be responsible for organising the ballot at a general meeting. He/she must be a Member who is not a nominee, proposer or seconder and he/she must not be a serving Director.
- 9.9 Nominations for election to the board of Directors must be submitted to the Returning Officer, proposed by one Member and seconded by one additional Member.

- 9.10 Except where otherwise provided by the Articles or the Companies Act, a **written resolution** (whether an ordinary or a special resolution) is as valid as an equivalent resolution passed at a general meeting. For this purpose the written resolution may be set out in more than one document.
- 9.11 The Company must hold an AGM in every year. Not more than fifteen months may elapse between two such meetings.
- 9.12 An AGM may be called by the secretary on at least two months' clear written notice setting out details of the method and deadline for submitting nominations and resolutions.
- 9.13 Resolutions to be debated at the AGM must be submitted to the Returning Officer by the Directors or proposed by one Member and seconded by eight additional Members.
- 9.14 Members must annually at the AGM:
- (1) receive the accounts of the Company for the previous financial year;
 - (2) receive a written report on the Company's activities;
 - (3) be informed of the retirement of those Directors who wish to retire or who are retiring by rotation;
 - (4) elect Directors to fill the vacancies arising;
 - (5) appoint reporting accountants or auditors for the Company;
- 9.15 Members may also from time to time:
- (1) confer on any individual (with his/her consent) the honorary title of Patron, President or Vice-President of the Company; and
 - (2) discuss and determine any issues of policy or deal with any other business put before them by the Directors.

9.16 A general meeting may be called by the Directors at any time and must be called within 21 days of a written request from the Directors or at least 20 Members giving details of the resolutions to be debated.

9.17 A technical defect in the appointment of a Member of which the Members are unaware at the time does not invalidate a decision taken at a general meeting or a Written Resolution.

10. Limited Liability

The liability of Members is limited.

11. Guarantee

Every Member promises, if the Company is dissolved while he/she remains a Member or within one year after he/she ceases to be a member, to pay up to £1 towards:

11.1 payment of those debts and liabilities of the Company incurred before he/she ceased to be a Member;

11.2 payment of the costs, charges and expenses of winding up; and

11.3 the adjustment of rights of contributors among themselves.

12. Communications

12.1 Notices and other documents to be served on Members or Directors under the Articles or the Companies Act may be served:

(1) by hand;

(2) by post;

(3) by suitable electronic means; or

(4) through publication in the Company's newsletter or on the Company's website.

12.2 The only address at which a Member is entitled to receive notices sent by post is an address in the U.K. shown in the register of Members.

12.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

- (1) 24 hours after being sent by electronic means, posted on the Company's website or delivered by hand to the relevant address;
 - (2) two clear days after being sent by first class post to that address;
 - (3) three clear days after being sent by second class or overseas post to that address;
 - (4) immediately on being handed to the recipient personally;
- or, if earlier,
- (5) as soon as the recipient acknowledges actual receipt.

12.4 A technical defect in service of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

13. Dissolution

13.1 If the Company is dissolved, the assets (if any) remaining after providing for all its liabilities must be applied in one or more of the following ways:

- (1) by transfer to one or more other bodies with the same or similar Objects;
- (2) directly for the Objects.

Both subject to approval by a vote of the members.

14. Interpretation

14.1 The Articles are to be interpreted without reference to the model articles under the Companies Act, which do not apply to the Company.

14.2 In the Articles, unless the context indicates another meaning:

‘AGM’ means an annual general meeting of the Company;

‘the Articles’ means the Company's Articles of Association and ‘Article’ refers to a particular Article;

‘Chairman’ means the chairman of the Directors;

‘the Company’ means the company governed by the Articles;

‘clear day’ does not include the day on which notice is given or the day of the meeting or other event;

‘the Companies Act’ means the Companies Acts 1985 to 2006;

‘Connected Person’ means, in relation to a Director, a person with whom the Director shares a common interest such that he/she may reasonably be regarded as benefiting directly or indirectly from any material benefit received by that person, being either a member of the Director’s family or household or a person or body who is a business associate of the Director, and (for the avoidance of doubt) does not include a company with which the Director’s only connection is an interest consisting of no more than 1% of the voting rights;

‘constitution’ means the Memorandum and the Articles and any special resolutions relating to them;

‘custodian’ means a person or body who undertakes safe custody of assets or of documents or records relating to them;

‘Director’ means a director of the Company and ‘Directors’ means the directors but where a Director is a corporate body ‘Director’ includes where appropriate the named representative of the Director;

‘electronic means’ refers to communications addressed to specified individuals by telephone, fax or email or, in relation to meetings, by telephone conference call or video conference;

‘financial expert’ means an individual, company or **firm** who is authorised to give investment advice under the Financial Services and Markets Act 2000;

‘financial year’ means the Company’s financial year;

‘firm’ includes a limited liability partnership;

‘indemnity insurance’ means insurance against personal liability incurred by any Director for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the act or omission amounts to a criminal offence or the Director concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;

‘material benefit’ means a benefit, direct or indirect, which may not be financial but has a monetary value;

‘Member’ and ‘Membership’ refer to company Membership of the Company;

‘Memorandum’ means the Company’s Memorandum of Association;

‘month’ means calendar month;

‘nominee company’ means a corporate body registered or having an established place of business in England and Wales which holds title to property for another;

‘ordinary resolution’ means a resolution agreed by a simple majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold a simple majority of the voting power. Where applicable, ‘Members’ in this definition means a class of Members;

‘the Objects’ means the Objects of the Company as defined in Article 1;

‘Resolution in writing’ means a written resolution of the Directors;

‘Secretary’ means a company secretary;

‘special resolution’ means a resolution of which at least 14 days’ notice has been given agreed by a 75% majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold 75% of the voting power. Where applicable, ‘Members’ in this definition means a class of Members;

‘written’ or ‘in writing’ refers to a legible document on paper or a document sent by electronic means which is capable of being printed out on paper;

‘written resolution’ refers to an ordinary or a special resolution which is in writing;

‘year’ means calendar year.

14.3 Expressions not otherwise defined which are defined in the Companies Act have the same meaning.

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