

The Companies Acts 1985 to 1989
Private Company Limited by Guarantee
And Not Having Share Capital

MEMORANDUM AND ARTICLES OF ASSOCIATION

LGBT Federation North East

Company number 5610564

Incorporated on 2nd November 2005
Amended 14th December 2007

Incorporation Services Limited 1 Saville Chambers North Street Newcastle upon Tyne NE1 8DF 0191 261 5545

THE COMPANIES ACTS 1985 to 1989

PRIVATE COMPANY LIMITED BY GUARANTEE
AND NOT HAVING SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

LGBT Federation North East

COMPANY NAME

1. The Company's name is " LGBT Federation North East".

COUNTRY OF SITUATION

2. The Company's registered office is to be situated in England and Wales.

OBJECTS AND POWERS

3. The objects of the Company are:
 - (1) (a) to bring together all relevant organisations in North East England to act as the voice of the LGBT Community in the NE at a Regional Level
 - (b) to raise the profile and visibility of lesbian, gay, bisexual and transgendered people in the North East, facilitating their participation in region-wide events and activities.
- (2) In order to achieve any of the objects listed above the Company may:
 - (a) conduct research and publish and distribute information by all or any means;
 - (b) raise funds by any means, including raising subscriptions from members, obtaining donations and grants from any persons or organisations and the holding of money-raising events of any kind;
 - (c) open and operate one or more bank accounts;
 - (d) borrow money on such terms and giving such security (if any) as the Directors think fit; and for those purposes the Company may execute any type of mortgage, charge, debenture or security over the Company's property;
 - (e) lend money and give credit to any person, company or organisation on such terms and on such security (if any) as the Directors think fit;

- (f) invest any of the Company's money that is not immediately required in such investments, securities or property as the Directors think fit (but subject to any conditions and consents that may be imposed by law);
- (g) acquire any land or buildings (whether freehold, leasehold or on licence) and any rights of or connected with any property; construct, maintain, improve, develop and alter any such land or buildings; sell, grant leases or licences over, dispose of, mortgage or turn to account any such land or buildings;
- (h) subject to clause 4 of this memorandum, employ full-time and part-time officers and employees and contract for services to be provided by any person, or organisation; and pay wages, salaries and fees for any services rendered to the Company and make reasonable provision for paying pensions, superannuation, sickness, redundancy and other benefits and make reasonable provision for the welfare of officers and employees and their relatives and dependants;
- (i) engage solicitors, accountants and other professional advisers to advise and act for the company and pay the fees and expenses of any such persons; pay the expenses of forming and registering the Company;
- (j) join or cooperate with any other organisation having objects similar or compatible with those of the Company, and support any such organisation (including by making grants or loans), provided that organisation is not formed or established for the purposes of profit and provided its constitution prohibits the distribution of its income and property to at least as great an extent as is imposed on the Company in this memorandum;
- (k) do all such other things which are lawful and necessary or expedient for the promotion of the Company's objects.

NO DISTRIBUTION OF ASSETS

4. The Company's income and property may be used only for the promotion of its objects and no part of the income or property may be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise to any member of the Company, and no Director of the Company may be paid any salary or fees or receive any remuneration or other benefit in money or money's worth from the Company.

Nothing in this clause shall prevent:

- (a) the payment in good faith of reasonable and proper remuneration to any member, Director, officer or employee of the Company for any services rendered to the Company (other than for acting as a Director of the Company), or the reimbursement of reasonable and proper out-of-pocket expenses incurred by any such person;
- (b) the payment in good faith of interest at a reasonable and proper rate on any money lent to the Company by any member, officer or employee or by any person, company or organisation with which any member, officer or employee is connected;

- (c) the payment in good faith of reasonable and proper rent for premises demised or let to the Company by any member, officer or employee, or by any person, company or organisation with which any member, officer or employee is connected;
- (d) any proper payment made in good faith to another company in which a Director has an interest, in which case the Director shall not (only by reason of such interest) be bound to account for any share of the profits s/he may receive in respect of such payment.

LIMITED LIABILITY

- 5. The liability of the members is limited.

MEMBERS' GUARANTEE

- 6. Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while s/he is a member or within one year after s/he ceases to be a member, for the payment of the Company's debts and liabilities contracted before s/he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights and the contributions themselves.

DISTRIBUTION OF ASSETS ON WINDING UP

- 7. If, when the Company is wound up or dissolved, there remains any property whatsoever after all the debts have been satisfied, that property may 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 which have objects which are similar to the objects of the Company, and which prohibit the distribution of income or property to at least as great an extent as is imposed on the Company by clause 4 of this memorandum. The institution or institutions concerned shall be determined by the members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to such a decision, then to some other charitable object.

We, the subscribers to this memorandum of association, wish to be formed into a Company pursuant to this memorandum.

Names and addresses of subscribers

Louise Evan Wong
Springfield
Marycastle
Newcastle-upon-Tyne
NE19 2SN

Andrea Lyons
7 Nell Terrace
Highfield
Rowlands Gill
Tyne and Wear
NE39 2NQ

John Atkinson
17 Grove Street
Stockton-on-Tees
TS18 3JA

Dated: 14th December 2005

Witness to the above signatures

Jud Hindess
4 Russell Street
Concord
Washington
Tyne and Wear
NE37 2TG

THE COMPANIES ACTS 1985 to 1989
PRIVATE COMPANY LIMITED BY GUARANTEE
AND NOT HAVING SHARE CAPITAL

ARTICLES OF ASSOCIATION

LGBT Federation North East

OBJECTS

1. The Company is established for the objects set out in the memorandum of association.

MEMBERS

2. (a) The subscribers to the memorandum are the first members of the company.
(b) Membership is open to all persons, companies and organisations which support the objects of the Company, but no person may be admitted as a member of the Company unless approved by the Directors.
(c) A person who wishes to become a member must deliver to the Company an application form containing such information as the Directors require.

CLASSES OF MEMBERSHIP

3. The company may have different classes of membership if the Company makes Rules to that effect. If Rules are made which create different classes of members, those Rules must set out the rights of the different classes.

CESSATION OF MEMBERSHIP

4. (a) A members may at any time resign from membership of the Company by giving written notice. Membership is not transferable to any other person or organisation.
(b) The Directors may by unanimous resolution and for good reason terminate the membership of any member, provided that the member shall have the right to be heard by the Directors, accompanied by a friend or representative, before a final decision is made.

SUBSCRIPTIONS

5. (a) The general meeting may make Rules for the payment of joining fees and/or subscriptions by members. The Rules may specify the amount of the fees or subscriptions, the method of payment and collection and all other arrangements. The Rules may be altered from time to time by the general meeting. If there are different classes of members, the Rules may specify that different amounts of fees or subscriptions and different arrangements for their collection apply to different classes.
- (b) Every member must pay to the Company any fees or subscriptions which are payable under the Rules.
- (c) If a member fails to pay a fee or subscription within three months after it became due s/he is then no longer a member of the Company. On payment of all arrears of fees or subscriptions which became due while s/he was a member s/he may (subject to any Rules of the Company) apply to be re-admitted as a member.

ANNUAL GENERAL MEETINGS

6. (a) The Directors must call Annual General Meetings in accordance with these articles.
- (b) The first Annual General Meeting must be held within eighteen months after the date of incorporation of the Company.
- (c) In every calendar year after the year of the first Annual General Meeting, the Company must hold an Annual General Meeting and not more than fifteen months may elapse between the date of one Annual General Meeting and the date of the next.

BUSINESS OF ANNUAL GENERAL MEETINGS

7. (a) The usual business of an Annual General Meeting is:
- (i) the consideration of the accounts, balance sheets, reports of the Directors and, if the Company has auditors, the auditors;
 - (ii) the election of the Directors in place of those, if any, who are retiring;
 - (iii) unless the Company is exempt from any legal requirements to have auditors, the appointment of auditors and the fixing of their remuneration(if any);
 - (iv) any other business included in the notice calling the meeting.

EXTRAORDINARY GENERAL MEETINGS

8. (a) All general meetings other than the Annual General Meetings are called Extraordinary General meetings.
- (b) The Directors may call Extraordinary General Meetings whenever they think fit.

MEMBERS' RIGHT TO REQUISITION MEETINGS

9. (a) The Directors must convene an Extraordinary General Meeting if one is requisitioned by the members, that is if a meeting is requested in writing by not less than one-tenth of the voting members at the date of the requisition.
- (b) The requisition must state the purpose of the meeting and must be signed by the members serving the requisition. It must be deposited at the registered office.
- (c) The Directors must within 21 days after such a requisition being served, give notice of an Extraordinary General Meeting. The date of the meeting must not be more than four weeks after the date of the notice.
- (d) If the directors do not call a meeting within 21 days after one has been requisitioned, one-half or more of the members who requisitioned it may themselves call the meeting. A meeting called in this way must be held within three months after the period of 21 days mentioned above has elapsed. Any reasonable expenses incurred by those calling a meeting because the Directors have failed to do so shall be repaid to them by the Company.

NOTICE OF GENERAL MEETINGS

10. (a) Subject to the provisions for meetings held on short notice in paragraphs (b) and (c) below:
- (i) Not less than 21 clear days' notice is required to call an Annual General Meeting or an Extraordinary General Meeting called for the passing of a special resolution or a resolution appointing a person as a Director.
- (ii) Not less than 14 clear days' notice is required to call any other Extraordinary General Meeting.
- (b) An Annual General Meeting may be called on short notice (that is notice of less than 21 clear days) if this is agreed in writing by all the members who are entitled to attend and vote at the meeting.
- (c) An Extraordinary General Meeting may be called on short notice (that is notice of less than the 21 or 14 clear days mentioned in paragraph (a) above) if this is agreed in writing by ninety-five percent of the members who are entitled to attend and vote at the meeting.
11. (a) A notice calling a general meeting must be in writing and must specify the date, time and place of the meeting, the general nature of the business to be transacted and whether the meeting is an Annual General Meeting or an Extraordinary General Meeting.
- (b) If any special or extraordinary resolution is to be proposed, the exact wording of the resolution must be stated in the notice.
- (c) The notice must be given to all the members who are entitled to attend the meeting and to the Directors and the auditors. The notice may be given to a

member personally or by sending it by post to the member at her/his address as shown in the register of members or by delivering it by hand to that address. A notice sent by post is deemed to have been delivered forty-eight hours after it was posted, unless this is proved not to be the case.

- (d) Proof that an envelope containing the notice was properly addressed, prepaid and posted is conclusive evidence that the notice was given.
- (e) A member who attends a meeting is deemed to have received notice of the meeting and of the purposes for which it was called.

- 12. The accidental omission to give notice of a meeting to any person entitled to receive notice, or the fact that any such person has not received the notice, does not invalidate the proceedings at that meeting.

QUORUM AT GENERAL MEETINGS

- 13. No business may be transacted at any general meeting unless a quorum is present. The quorum is one-third of the members who are entitled to attend and vote.
- 14. If a quorum is not present within half an hour after the time for the start of the meeting, or if during the meeting a quorum ceases to be present, the meeting must be adjourned to such reasonable time and place as the Directors decide.

CHAIRING THE MEETING

- 15. The Chairperson shall chair any general meetings at which s/he is present. If the Company does not have a Chairperson, or the Chairperson is absent, then the Directors shall nominate a Director to chair the meeting. If no Director is present within fifteen minutes after the time for the start of the meeting, or if no director is willing to act, the members present shall elect one of their number to chair the meeting.

ADJOURNMENT

- 16. A general meeting may be adjourned by an ordinary resolution. No business may be transacted at an adjourned meeting except business which might properly have been transacted at the original meeting. If a meeting is adjourned for fourteen days or more, at least seven days' notice of the adjourned meeting must be given. Otherwise no notice of an adjourned meeting need be given. Notice of an adjourned meeting must be given in the same manner and contain the same information as the notice of any other general meeting.

VOTING

- 17. (a) A resolution put to the vote of a meeting shall be decided by a show of hands unless a poll is duly demanded.
- (b) A poll may be demanded by the chairperson or by any two voting members. The demand for a poll must be made not later than the declaration of the result of the vote on a show of hands.

- (c) If a poll is demanded, it must be taken in accordance with any Rules made by the company in accordance with these articles or, if there are no Rules which apply, in such manner as the chairperson directs.

- 18. A poll demanded on the election of a chairperson or on a question of adjournment must be taken straight away. A poll demanded on any other question must be taken either straight away or at such time as the chairperson directs, provided this is not more than thirty days after the poll is demanded.
- 19. No notice need be given of a poll not to be taken straight away if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven days' notice must be given specifying the time and place at which the poll is to be taken.

NO CHAIRPERSON'S CASTING VOTE

- 20. The chairperson does not have a second or casting vote on any resolution at a general meeting.

WRITTEN RESOLUTIONS

- 21. A resolution in writing and signed by all the members who are entitled to attend the general meeting and vote on the resolution is as valid and effective as if it had been passed at a general meeting. Such a written resolution may consist of several identical papers each signed by one or more members.

VOTING RIGHTS

- 22. If different classes of members are established, the voting rights of each class of membership must be set out in the Rules.
- 23. No objection as to the qualification of any voter may be raised except at the meeting at which that vote is tendered. The chairperson's decision as to any objection is final.

STEERING GROUP

- 24. The Steering Group shall consider and advise the Directors as to the overall direction and policies of the Company and about any matter concerning the running of the Company. In the consideration of these matters, the Steering Group shall seek to establish the views of the members of the Company and to advise the Directors accordingly. The Steering Group shall meet not less than four times each year.

The first Steering Group shall be the first members of the Company. Future Steering Group membership shall be established at each AGM.

- 25. Subject to the paragraphs below, the Company may by ordinary resolution appoint a person who is willing to act to be a member of the Steering Group either to fill a vacancy or to act as an additional Director.
- 26. (a) No person may be appointed as a member of the Steering Group at any General Meeting unless not less than fourteen clear days before the date of the meeting a written nomination signed by a voting member and a notice in writing signed

by the proposed member of the Steering Group has been given to the Company.

- (b) Not less than seven clear days before the date of the meeting notice must be given to all who are entitled to notice of the meeting of every person who is nominated in accordance with the above provisions for appointment or reappointment as a member of the Steering Group at the meeting.

CO-OPTION BY THE STEERING GROUP

- 27. The Steering Group may appoint a person who is willing to act to be a member of the Steering Group, either to fill a vacancy or as an additional Director, provided the appointment does not cause the number of members of the Steering Group to exceed the maximum number of members. A member of the Steering Group so appointed may hold office only until the next Annual General Meeting. If not reappointed at that Annual General Meeting, s/he ceases to be a member of the Steering Group at the end of the meeting.

DIRECTORS

- 28. There shall be not less than two Directors. The Directors shall be appointed at the Annual General Meeting.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

- 29. The Company may by ordinary resolution remove any Director before the expiration of her/his period of office.
- 30. A person ceases to be a Director if:
 - (a) s/he ceases to be a Director by virtue of any provision of the Companies Act or becomes prohibited by law from being a director of a company; or
 - (b) s/he becomes bankrupt or makes any arrangement or composition with her/his creditors generally; or
 - (c) s/he resigns by notice to the Company; or
 - (d) s/he has been absent from meetings of the Directors for more than six consecutive months and the Directors resolve that s/he ceases to be a Director.

POWERS OF DIRECTORS

- 31. The business of the Company shall be managed by the Directors who, subject to the provisions of the following article, may exercise all the powers of the Company, subject only to the provisions of the Companies Act, the memorandum and articles, to any Rules made in accordance with these articles and to any directions given by special resolution of the general meeting.

32. The Directors shall, in connection with all matters concerning the Company and in the exercise of the powers given to them by the preceding article, report to the Steering Group and have regard to the decisions of the Steering Group as to the overall direction and policies of the Steering Group on any matter.

DELEGATION OF POWERS

33. The Directors may delegate to any one or more Directors the transaction of any business or the performance of any act required to be transacted or performed in the exercise of the powers of the Directors and must ensure that all their acts and proceedings are fully and promptly reported to them.

APPOINTMENT OF MANAGERS AND AGENTS

34. (a) The Directors may appoint employees and decide on their powers, duties and terms of service, provided that no Director may 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.
- (b) The Directors may appoint a person to be the agent for the Company for any purpose and subject to any conditions imposed on them. The delegation may be in writing or by power of attorney. The delegation may permit the agent to delegate all or any of her/his powers.

DIRECTORS' EXPENSES

35. The Directors may be paid all actual travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of the Directors or committees of Directors or general meetings of the Company or otherwise in connection with the discharge of their duties.

DIRECTORS' REMUNERATION

36. No Director shall be paid any remuneration for acting as a Director of the Company. A Director who is employed by the Company in some capacity other than as a Director who provides to the Company services other than those involved in being a Director shall be entitled to such remuneration as the Directors determine, provided that:
- (a) the remuneration or other sums paid to the Director do not exceed an amount that is proper and reasonable in all the circumstances;
- (b) the Director is absent from the part of the meeting at which there is discussion of her/his employment or remuneration, or any other matter concerning the contract or proposed contract or arrangement;
- (c) the Director does not vote on any such matter and is not to be counted when calculating whether a quorum is present at the meeting;
- (d) the other Directors are satisfied that it is in the interests of the Company to

employ or to contract with the Director concerned rather than with someone who is not a Director;

(e) a majority of the Directors then in office have received no such payments.

MEETINGS OF THE DIRECTORS

37. Subject to the provisions of the articles and any Rules, the Directors may regulate their meetings and procedures as they think fit.

Calling Meetings

38. Any Director may call a meeting of the Directors. The Secretary must call a meeting, if so requested by any Director.

Voting

39. Questions arising at a meeting shall be decided by a majority of votes. In the case of equality of votes, the chairperson shall not have a second or casting vote.

Quorum

40. No business may be transacted at a meeting of the Directors unless a quorum is present. The quorum is three.

41. If at any time the number of Directors is less than the minimum number, the continuing Directors may continue to act, but if the number of Directors is less than the number fixed as the quorum, the continuing Directors (even if there is only one) may act for the purpose of filling vacancies or of calling a general meeting, but for no other purpose.

Chairperson

42. The Directors may appoint one of their number to be Chairperson of the Company and may at any time replace her/him with another Director.

43. The Chairperson presides at every meeting of Directors at which s/he is present. If s/he is not present within five minutes after the time for the start of the meeting, the Directors present may appoint one of their number to chair the meeting. The Chairperson shall not be entitled to a second or casting vote on any resolution.

Validity of Directors' Acts

44. All acts done by a meeting of the Directors, or of a committee of the Directors, or by a person acting as a Director shall, notwithstanding that it is later discovered that there was a defect in the appointment of any director or that any of them was disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.

WRITTEN RESOLUTIONS

45. A resolution in writing signed by all the Directors entitled to receive notice of a meeting of the Directors is as valid and effectual as if it had been passed at a meeting duly convened and held and may consist of several identical documents each signed by one or more of the Directors.

CONFLICTS OF INTEREST

46. (a) A Director may not vote at a meeting of the Directors or of a committee of the Directors on any resolution concerning a matter in which s/he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company, and if s/he does vote her/his vote must not be counted.
- (b) For the purposes of this article, an interest of a person who is, for any purpose of the Companies Act connected with a Director shall be treated as an interest of the Director.
47. A Director must not be counted in the quorum present at a meeting in relation to a resolution on which s/he is not entitled to vote.
48. If a question arises at a meeting of the Directors or of a committee of the Directors as to the right of a Director to vote, the chairperson's decision is final.

SECRETARY

49. The Directors must appoint a secretary to hold office for such term, at such remuneration (if any) and upon such conditions as they think fit. Any Secretary so appointed may be removed by them.

AUDITORS

50. The Directors must ensure that the company complies with the requirements of the Companies Act and any other statutory provision which applies to the Company with regard to the appointment of auditors and all provisions relating to the auditors' functions in relation to the Company.

MINUTES

51. The Directors must ensure that minutes are made:
- (a) of all appointments of Directors and Officers; and
- (b) of all general meetings and meetings of the Directors, including the names of the Directors present.

THE COMPANY SEAL

52. The directors may decide from time to time whether the Company shall have a seal. If the Company has a seal it may be used only with the authority of the Directors. The Directors must decide who is to sign any document issued under seal. Unless the Directors decide otherwise a document issued under seal must be signed by a Director and the Secretary or by any two Directors.

ACCOUNTS

53. The Company must keep such accounting records as are required by the Companies Act and any other statutory provisions which affect the Company. No member (as such) has any right to inspect any accounting records or other book or document of the Company except as conferred or authorised by the Directors or by ordinary resolution of the general meeting.

NOTICES

54. Any notice required by these articles to be given to or by any person (other than a notice calling a meeting of the Directors) must be given in writing.
55. The company may give any notice to a member in the manner specified in these articles for notices of general meetings.

INDEMNITY

56. (a) Subject to the provisions of the Act, every Director, officer and auditor of the company is to be indemnified out of the assets of the Company against any liability incurred by her/him in defending any proceedings (civil or criminal) in which judgement is given in her/his favour or in which s/he is acquitted or in connection with any application in which relief is granted to her/him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company. This provision applies without prejudice to any other indemnity to which a Director may be entitled.
- (b) The Company may purchase and maintain for any director, officer or auditor of the Company, insurance against any such liability as is referred to in section 310 (1) of the Act.

RULES

57. (a) The Directors may from time to time make Rules for the proper conduct and management of the Company and all matters which may properly be made the subject of such Rules.
- (b) Without prejudice to the generality of the above, the Rules may prescribe different classes of membership, and the rights, privileges and obligations of such classes and may include Rules for the conduct of members, the use of the Company's assets and facilities, the procedures at general meetings and meetings of the Directors, and the admission, suspension, expulsion and

general regulation of members.

- (c) No Rule shall be inconsistent with the memorandum or articles of the company or any provision of law.

INTERPRETATION

58. In these regulations:

the “Companies Act” means the Companies Act 1985 including any statutory amendment or re-enactment of it when in force;

the “articles” means these articles of association of the Company;

“clear days” in relation to the period of a notice means that period excluding the day when the notice is given (or deemed to be given) and the day for which it is given or on which it is to take effect;

“executed” means any mode of execution;

“office” means the registered office of the Company;

“Rules” means any Rules made by the Directors in accordance with these articles;

“the seal” means the common seal of the Company;

“secretary” means the secretary of the Company or any person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;

“the United kingdom” means Great Britain and Northern Ireland.

Unless the context otherwise requires, words or expressions in these regulations bear the same meaning as in the Companies Act but excluding any statutory modification thereof not in force when the regulations became binding on the Company.

Names and addresses of subscribers

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Andrea Lyons
7 Nell Terrace
Highfield
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Dated: 14th December 2007

Witness to the above signatures

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