



CORPORATE MATTERS

Memorandum of Association

The British Association of Barbershop Singers

Company Limited by Guarantee.



SING BARBERSHOP

It's the Harmony that makes the difference

Registered Office: 6 Corunna Court, Corunna Road, Warwick CV34 5HQ
Registered as a Company No: 3823721 Registered Charity No: 1080930

COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION OF

THE BRITISH ASSOCIATION OF BARBERSHOP SINGERS

With effect from 1 October 2009 this memorandum is deemed part of the articles in accordance with section 28 of the Companies Act 2006.

NAME

- 1.1 The name of the Company is The British Association of Barbershop Singers (“the Charity”)

REGISTERED OFFICE

- 2.1 The registered office of the Charity is to be in England and Wales

OBJECTS

- 3.1 The objects of the Charity are to further the education of the general public in any and all aspects of Barbershop Harmony (as defined in the Appendix to the Memorandum and Articles) and singing in the Barbershop Harmony style (“the Objects”)

POWERS

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

- 1.1 To promote, encourage and foster the growth of singing in the Barbershop Harmony style
- 4.2 To co-ordinate the activities of Registered Barbershop Harmony Clubs (as referred to in the Articles) in the United Kingdom
- 4.3 To promote or carry out research
- 4.4 To provide advice
- 4.5 To publish or distribute information
- 4.6 To co-operate with other bodies
- 4.7 To support, administer or set up other charities

- .8 To raise funds (but not by means of taxable trading)
- 4.9 To borrow money and give security for loans (but only in accordance with the restrictions imposed by law)
- 4.10 To acquire or hire property of any kind
- 4.11 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by law)
- .12 To make grants or loans of money and to give guarantees
- .13 To set aside funds for special purposes or as reserves against future expenditure
- .14 To deposit or invest funds in any manner (but to invest only after obtaining advice from a financial expert and having regard to the suitability of investments and the need for diversification)
- .15 To delegate the management of investments to a financial expert, but only on terms that:-
 - .15.1 the investment policy is set down in writing for the financial expert by the Board of Directors
 - .15.2 every transaction is reported promptly to the Board of Directors
 - .15.3 the performance of the investments is reviewed regularly with the Board of Directors
 - .15.4 the Board of Directors is entitled to cancel the delegation arrangement at any time
 - .15.5 the investment policy and the delegation arrangement are reviewed at least once a year
 - .15.6 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 Board of Directors on receipt
 - .15.7 the financial expert must not do anything outside the powers of the Board of Directors
- .16 To arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Board of Directors or of a financial expert acting under their instructions and to pay any reasonable fee required
- .17 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required

- .18 To insure the Directors against the costs of a successful defence to a criminal prosecution brought against them as charity trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Director concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty
- .19 Subject to clause 5, to employ paid or unpaid agents, staff or advisers
- .20 To enter into contracts to provide services to or on behalf of other bodies
- .21 To establish subsidiary companies to assist or act as agents for the Charity
- .22 To pay the costs of forming the Charity
- .23 To do anything else within the law which promotes or helps to promote the Objects

BENEFITS TO MEMBERS AND DIRECTORS

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

- .1 Members who are not Directors may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied
 - .2 Members (including Directors) may be paid interest at a reasonable rate on money lent to the Charity
 - .3 Members (including Directors) may be paid a reasonable rent or hiring fee for property let or hired to the Charity
 - .4 individual Members including Directors but who are beneficiaries may receive charitable benefits in that capacity on normal terms and this shall not be considered a conflict of interest
- .2 A Director must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:-
- .2.1 as mentioned in clauses 4.18, 5.1.2, 5.1.3, or 5.3
 - .2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity
 - .2.3 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings)
 - .2.4 payment to any company in which he has no more than a one per cent shareholding

- .2.5 in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance)
- .3 Any Director (or any firm or company of which a Director is a member or employee) may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit but only if:-
 - .3.1 the goods or services are actually required by the Charity
 - .3.2 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 clause 5.4
 - .3.3 no more than one half of the Directors are subject to such a contract in any financial year
- .4 Whenever a Director has a personal interest in a matter to be discussed at a meeting of the Board of Directors or a sub-committee of the Board, the Director concerned must:-
 - .4.1 declare an interest at or before discussion begins on the matter
 - .4.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information
 - .4.3 not be counted in the quorum for that part of the meeting
 - .4.4 withdraw during the vote and have no vote on the matter
- .5 This clause (ie clause 5 and its sub-sections) may not be amended without the prior written consent of the Commission

LIMITED LIABILITY

- 6. The liability of Members is limited.

GUARANTEE

The liability of each Member of the Charity is limited to £1 (one pound sterling), being the amount that each Member undertakes to contribute to the assets of the Charity in the event of its being wound up while he is a Member or within one year after he ceases to be a Member, for:

- 7.1 Payment of the Charity's debts and liabilities contracted before he ceases to be a Member;
- 7.2 Payment of the costs, charges and expenses of winding up; and

7.3 Adjustment of the rights of the contributories among themselves.

DISSOLUTION

- .1 If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways:-
 - .1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects
 - .1.2 directly for the Objects or charitable purposes within or similar to the Objects (where the Objects are as defined in clause 3)
 - .1.3 in such other manner consistent with charitable status as the Commission approve in writing in advance
- .2 A final report and statement of account must be sent to the Commission